

~~159/12/186.~~

AF. 12/18

15

DEPARTMENT OF AGRICULTURE AND FISHERIES
HEADQUARTERS, JERUSALEM.

SUBJECT

HABLA VILLAGE. (TULKARM S/DOM.)
STATE DOMAIN.



שם תיק: קרקעות המדינה בכפר חבלה - [נפת טול כרם]
State Domain[S/D Tulkarm]Habla Village

מזהה פנימי:

מ-661/29

מזהה פריט: 00001tu

כתובת: 2-112-5-4-8

תאריך הדפסה: 11/02/2018

661/29

12/18

File No. 50/

Minute
No.

Minute Sheet Page No.

(42)

From Conservator of Forests - 51/38 - 27/5/46

07/1

30.
31

From - D.C. Samaria 26.4.45

To D.C. Samaria D. Nablus, d/8, 5.45.

32.

From - Director of Land Settlement 14.5.45

33.

Director.

do you wish me to make
any comments on (32), the
suggestions are similar to
those made in (31)

J. L.
17.5.45.

(34)

A/D.C.

See (25)

Please deal with this for me, i.e. letter to D.C.S.
with your comments on (32) (if any)

J. L.
17/5/45

(35)

To Dir. of L.S. - 19.5.45.

(36)

From Dist. Comm. Samaria - 19/5/45.

(37)

From Dist. Comm., Samaria. - 6.6.45.

-38-

From - Director Land Settlement - 19/6/45

(39)

From Director of Land Settlement - 6/12/45.

(40)

From Asst. D/C. Tulkarm - 21/3/46.

(41)

D.
Ref (40). The A.D.C. does not appear to have
seen (39) which requests the approval
of Government to proceed with the
scheme. It was the intention that
this would ~~be~~ be undertaken
by a committee ^{vide} x on p. 4 of
(39). Whenever the C.S. gives approval
the Administration is ready to
undertake the work an officer will be
available.

From
4/4

J. L.
26.11.46.

(24)

D

Ref (23)

I suggest that a high rent of say 200 mils per annum per year be levied; this rent to be returnable to the farmer at the end of the first period of the lease if the work done is found to be satisfactory.

On transfer, if developed within three years, the land should be paid for at one half of the agricultural value; this should be paid in three instalments. The full agricultural value should be assessed according to the percentage of cultivable land on each parcel.

23.1.45

22.1.45

(25)

S. A. O. (Mr. Eyre)

Please study this file. I have ~~now~~ accepted certain commitments on the part of this department i.e. to indicate the development which will be required to satisfy clause 2 of lease agreements (22B) made with villagers of Habla, give advice from time to time to the lessees & to submit reports as to progress made.

This development scheme is an experiment the results of which may determine future policy regarding the disposal of State Domain to cultivators, and I shall be glad if you will ensure that our officers concerned take the matter seriously and give of their best.

(26)

Director.

Spoken. I shall discuss the scheme with D.C. Samaria before proceeding further.

P.A.
DATE

30/1/45

INITIALS.

INITIALS.

(27)

From Dist. Com. Samaria. - 16/2/45

DATE

21/2/45

(28)

From Conservator of Forests. - 22/2/45

29.

Extract From Pal. Gazette 8/1396 of 15/3/40

Minute
No.

(15)

D Re 14.

BLOCK 7638 was inspected by me on 18.11.44. The classification of suitability for cultivation as shown on the map is also exaggerated by 15-20%. Parcel 18 which is 100% cultivable, although in the block has been excluded by the Settlement Officer from the State Domain.

The block on the whole is more suited to cereals than the other two blocks - & certain patches are already sown to winter crops.

Comments in (12) & (13) would apply to block 7638 in that any development of these State domains must be assisted with by resettled houses ranging from 5-10 years.

J.H.H.
20.11.44

(16) To Director of L.S. - 24.11.44.

(17) From D/C Samaria District - 22/11/44

(18) Ag. S.A.O.

Any comments on go to (17) & (17A) before I write to The D. of L.S.?

J.H.H.
30.11.44

(19) D I suggest that parcels 5, 6, & 10 in block 7628

having a total area of 161.543 donums be excluded from the agreement and declared as a Forest Reserve.

That no parcels in blocks 7629 & 7638 be excluded from the agreement. This will give an average area of 14 donums to each of the 100 families of stable village.

This area would have 50-60% of cultivable land whether it be cereals or fruit trees & vines.

The area to be allotted to each family would not at all suffice to provide the cereal requirements of each family, but with proper fruit tree development might almost bring a return to support the family

J.H.H.
5/12

(20) To D. of L.S. - 5.12.44

(21) From L. of F. 13/11/44

P.A.
Date 23/12 *J.H.H.*
Initial

(22) From Director of Land Settlement - 3-1-45

(23) From - Director, Land Settlement 18/1

J.H.H.
Initial

T/2/16-44

NO. T/2/16-44.

ASSISTANT DISTRICT COMMISSIONER'S OFFICE
TULKARM.

29 SEP 1946

12/156

25th Sept., 1946.

54

Director of Land Settlement,
Jerusalem.

(Habla Lami)

With reference to your letter
No. GP/5/4-INS dated 20th Sept., 1946, I
have the honour to inform you that I am
still awaiting the appointment of a
representative of the Department of
Agriculture.

T. Sinclair

Assistant District Commissioner,
Tulkarm.

✓ Copy to: Director of Agriculture ref.
my T/2/16-39 of 22.7.46 and
my T/2/16-42 of 17.8.46.

49

51

AS/AT.

D

Lee 53

m

8476.

ON HIS

NO SIH N

- (1) From D. of Land Settlement. - 11.7.44.
 (2) From Dist. Comm., Nablus. - 10.7.44.
 (3) From D. of Land Settlement. - 20.7.44.
 (4) From Dist. Comm. Nablus. - 22.7.44.
 (5) From C. S. - 2.8.44.
 (6) From D. of Land Settlement. - 31.7.44.
 (7) From Asst. Con. of Forests. - 1.9.44.
 (8) From D. of Land Settlement. - 4.9.44.
 (9) Director,

Correspondence has been studied.
 Arrangement for visiting the sites with Actg. A.O. Tel-Aviv, Tulkarm is suggested.

The proposed lease agreement drafted by D.C. Samaria is much more suitable and practicable than that of Shafa Amr.

The supervision of the Development of this area could be effected jointly by the Agricultural Assistant and Horticultural Instructor of the Area.

14.10.44.

Actg. S.A.O.

I agree, but a carefully considered plan for development must be drawn up by a responsible officer before it is handed over to A.A. & H.I. for supervision.

P.A.

DATE 16/10/44

INITIALS

14.10.44

From D. of Land Settlement. - 16.10.44

From A.O. Tel-Aviv - 7.11.44

I walked the whole area with A/O. Tel Aviv on 3.11.44. The cultivable patches marked on the map are slightly exaggerated. However there is much land shortage in that village which has a population of 600 people divided among 100 families. The villagers possess about 200 dunams & lease from neighbouring villages and absentee landowners about 2000 dunams on which they plant their cereal requirements. Farmers of that village are afraid to effect any improvement before being assured that the investment will be there. The soil is very shallow in most places and is only suitable for trees & vines. Certain parts will have to be made into a (village wood) & pasture. Farmers are generally of the poorer type and might require some form of a loan on a long term basis.

The contents of (12) have my approval.

14.11

11.11.44

(14) A/S.A.O.

(12) & (13) seen

2. You & A.O.T.A appear to have overlooked the 3rd block No. 7628 (vide folio 7) as in report at (12) only blocks 7628 & 7629, which are contiguous, are mentioned. Block 7638 which is isolated south of Itabla village is, I am told, the best of the three blocks. Can you say whether your comments above & those of A.O. at (12) also apply to Block 7638?

(P.T.O.)

14/11/44

AG/12/156

20th September, 1946.

District Commissioner,
Samaria District,
Nablus.

I refer to your letter No. 1187 of the 8th June, 1946 and subsequent reminders concerning the scheme for the Habla village lands, and apologise for the delay in dealing with this matter.

2. My difficulty is shortage of staff, particularly of senior officers. When this scheme was originally worked out I had in mind the Horticultural Instructor, Nablus (N. Taher) to be my representative on your proposed committee. This officer has since resigned to take up a senior appointment in Trans-Jordan and so far I have been unable to replace him. With the departure of my Senior Agricultural Officer for the United Kingdom to attend conferences, and Jamal Eff. Hammad, Acting Senior Agricultural Officer, for study leave in the United Kingdom and U.S.A., the Agricultural Officer, Nablus has had to take over the duties of both the Samaria and Jerusalem Districts and his time is now fully occupied.

3. The best I can do at the moment is to nominate the Agricultural Officer, Nablus (Mr. Abdul Khalaf) as my representative on your committee. He will attend meetings of the committee, using his Junior Agricultural Assistant and one of the olive press inspectors to help him with the detailed work.

(Signed) F. R. MASON.

D/AB

DIRECTOR OF AGRICULTURE
AND FISHERIES

Copy to: Chief Secretary, ref. his A/31/13/41.
" " Director of Land Settlement, ref. his GP/5/4.INS.
" " A.D.C. Tulkarm, ref. his T/2/16-39.
" " Conservator of Forests, ref. his F/51/38.
" " Agricultural Officer, Nablus.

✓ C.H.O. to see.

12/156
GOVERNMENT OF PALESTINE. 52

IN REPLY PLEASE QUOTE

No. 1187

DISTRICT COMMISSIONER'S OFFICES,
SAMARIA DISTRICT,
NABLUS.

4th September, 1946

Director of Agriculture
and Fisheries,
Jerusalem

(47)

With reference to my letter
No.1187 dated the 6th July, 1946, and
my subsequent reminder No.1187 dated the
6th August, 1946, regarding Hable village
lands, I have the honour to enquire when
I may expect the nomination of your
representative.

M. M. M. M. M.
for DISTRICT COMMISSIONER
SAMARIA DISTRICT

DD
C40 *see 13*

7542

GOVERNMENT OF PALESTINE

1157

Minister of Agriculture
and Colonization
Jerusalem

Dear Sir,
I have the honor to acknowledge
the receipt of your letter of the
11th inst. in relation to the
subject mentioned therein.
I am sorry to hear that
the matter is still pending.
I will endeavor to expedite
the same as far as possible.
Very respectfully,
Your obedient servant,
[Signature]

11 MAY 1948
JERUSALEM

ASSISTANT DISTRICT COMMISSIONER'S OFFICE
TULKARM.

17th August, 1946.

Director of Agricultural,
Jerusalem.

Subject:- Habla Village Lands.

Ref'nce:- My T/2/16-39 dated 22.7.46.

A reply to my above would be
appreciated.

B. H. K.
7012

S. Sindai
Assistant District Commissioner,
Tulkarm.

NO. 12/18-42.

21

ASSISTANT DISTRICT COMMISSIONER'S OFFICE
TULKAT.

17th August, 1946.

11

Director of Agricultural
Tulsa.

Subject: - Radda Village lands.
Ref: - No. 12/18-42 dated 12.7.46.

A reply to my above would be

appreciated.

Handwritten signature

Assistant District Commissioner,
Tulka.

10/12

12/156

GOVERNMENT OF PALESTINE.

50

In reply please quote

Ref. No. 1187

Telephone No. 183.

DISTRICT COMMISSIONER'S OFFICES.

SAMARIA DISTRICT,

NABLUS.

6.8.46

The District Commissioner, Samaria District presents his compliments to **Director of Agriculture & Fisheries, Jerusalem.** and desires to be informed whether a reply may now be made to his communication No. 1187 date 6.7.46 on the subject of **Habla Forest Reserve - Tulkarm S/D.**

CHD FEB 53

6/8

UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
WASHINGTON, D. C.

6-6-46

Division of Investigation
Washington, D. C.

Page 1

Report of Agent in Charge - New York

ASSISTANT DISTRICT COMMISSIONER'S OFFICE

TULKARM.

22nd July, 1946.

Director of Agricultural,
Jerusalem.

Subject:- Habla Village Lands.

Ref'nce:- Para 3 of D. C. Samaria's letter No. 1187
dated 8.6.46, copy to me.

I shall be grateful if will inform me
who is going to represent you.

A. Simlani
Assistant District Commissioner,
Tulkarm.

D. DD. CH. DEE 53
ARA/AT.

6332

6.40.

Please see (45).

The file has been in my tray for some time and I had no opportunity of reading it until last night.

The next step is to nominate a representative (Police 43 et seq) and tell him the facts to bear in mind.

Please discuss with me as

soon as you have the opportunity.

J.D.
I have discussed this recently with A.D. Webster having traced the N. Turner's description & trace to the present work also in the film District. I can only suggest that he be nominated - using 21/7/46. his olive press (Musk) - Omar Akko - help him with the detailed work - the latter upon this olive season.
P.S.
T.H. Akko

DD

Vide H6

File has been
withdrawn from

CHO who is
dealing with H5

27.6. M.

Folio H7 since added
to file. M 8.7.

GOVERNMENT OF PALESTINE.

IN REPLY PLEASE QUOTE

No. 1187

DISTRICT COMMISSIONER'S OFFICES,
SAMARIA DISTRICT,
NABLUS.

6 July, 1946

Director of Agriculture,
Jerusalem

With reference to my letter
No. 1187 dated the 8th June, 1946,
regarding Habla village lands, I have
the honour to enquire when I may
expect the nomination of your
representative.

A. Sinclair
V. AG. DISTRICT COMMISSIONER
SAMARIA DISTRICT

DEF 53

4808

4808

GOVERNMENT OF ALABAMA

DEPARTMENT OF COMMERCE

IN REPLY TO

ALABAMA

1911

ALABAMA

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46

12/156

A/31/13/41

24 June, 1946

Conservator of Forests,
Chairman

42

Subject :- Habla Special Area.

Reference:- Your letter No. 51/38
of the 27th May, 1946

I am directed to refer to your above quoted letter and to inform you that a decision on the above mentioned subject has already been taken vide my letter No. A/31/13/41 of the 19th April 1946, addressed to the Acting Director of Land Settlement. A copy of this letter, together with a copy of letter No. 1187 dated the 8th June 1946 from Acting District Commissioner, Samaria District is enclosed for your information.



for CHIEF SECRETARY

Copy to: Director of Agriculture and Fisheries.

MA

5943

MA

Gen. 5

SERVICE

SERVICE

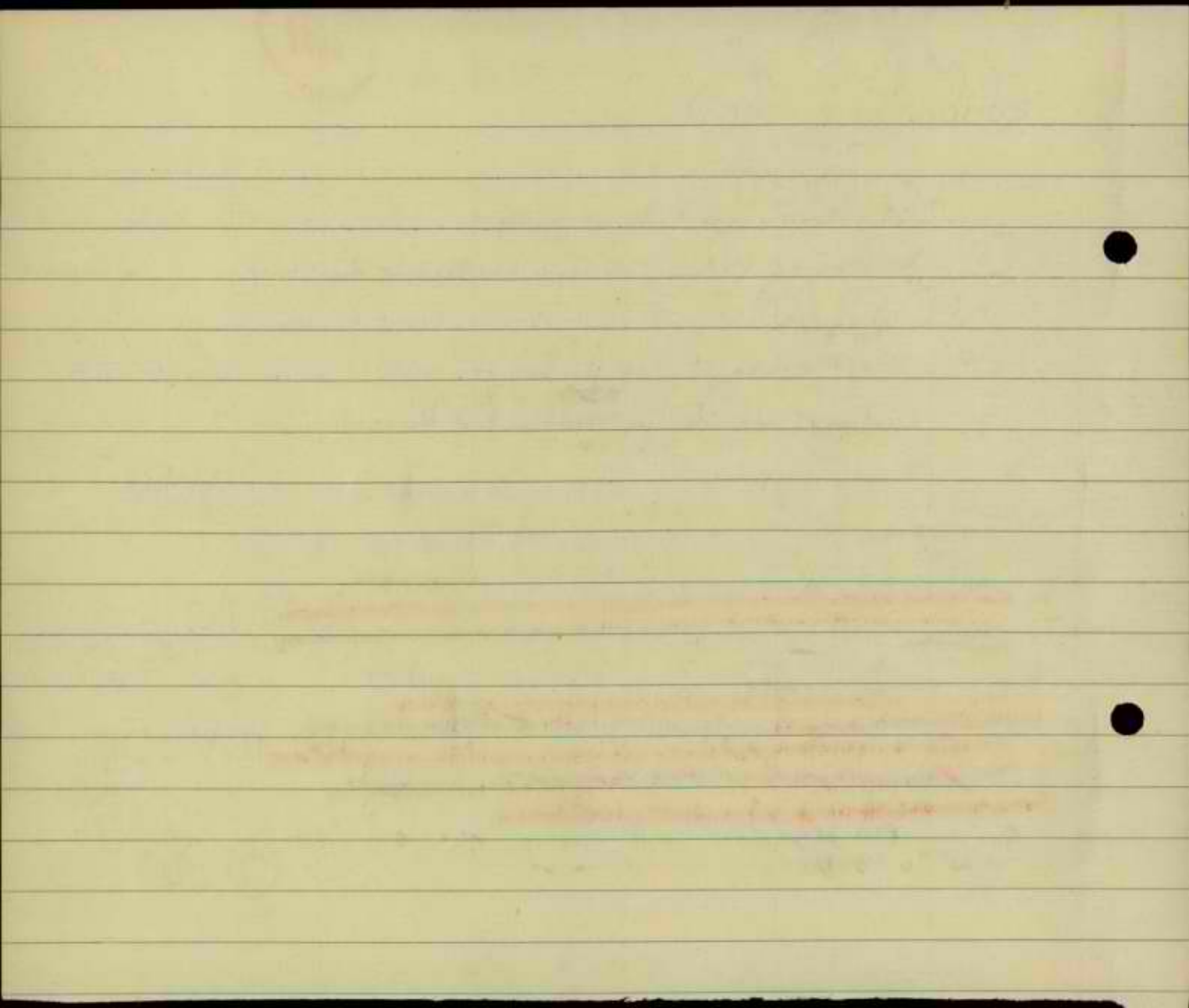
Gen. 5

C.H.O.

Please see folio (39) in this file and subsequent correspondence and be ready to discuss with D.D. and me as soon as the former returns to duty. I do not think you need study correspondence previous to folio (39) except perhaps folio (31) which sets out our commitments in respect of the scheme.

Stiles

21. 6. 46



12/156

20th June, 1946.

HH

Asst. District Commissioner,
Tulkarm.

Subject:- Hable village lands.

Reference: Your T/2/16 of 15th June, 1946.

I think it will be well if you will convene a meeting at your office as soon as possible (but giving the members of the committee at least a week's notice) and to make a preliminary reconnaissance.

2. The tasks of the Committee should be divided among the members; your primary responsibility would be to decide which parcel should be leased to which person; the agricultural representative's primary responsibility would be to decide on the work required on each parcel; and my representative's primary responsibility would be to value each parcel. Each member should, however, be ready to help the others. For example, the agricultural representative should advise the land settlement representative on the approximate proportion of each parcel which is cultivable.

3. The District Survey Officer should be ready to accompany the Committee.

(Sgd) J. M. Berncastle
Acting DIRECTOR.

Copy to Director of Agriculture & Fisheries.

P.

5274

ON HIS M

ON HIS M

GOVERNMENT OF PALESTINE.

43

REPLY PLEASE QUOTE

No. 1187

DISTRICT COMMISSIONER'S OFFICE.

SAMARIA DISTRICT,
NABLUS.

12/156

8 June, 1946

Director of Agriculture,
Jerusalem ✓

"I have the honour to inform you that Government has now reached to a decision on the question of Habla village lands. This decision was conveyed to the Director of Land Settlement by the Chief Secretary in his letter No.A/31/13/41 dated the 19th April, 1946, a copy of which I attach for your information.

2. I now propose to appoint a Committee consisting of

- (a) The Asst. Dist. Commissioner, Tulkarm as my representative - Chairman
- (b) Your representative, and
- (c) Mr. Berncastle, representing the Director of Land Settlement

for the purpose of

- (a) Making recommendations in respect of each parcel as to the name of the villagers to whom agreements should be offered. The nomination of individuals to whom leases are to be granted will be largely left to the Asst. Dist. Commissioner, Tulkarm. The advice of the other members will be helpful on the matter of splitting any parcels which may be too large for development by one individual.
- (b) To value each parcel and prescribe the work to be done on each parcel.
- (c) Eventually to decide whether the works prescribed have been satisfactorily completed.

3. I should be grateful if you would nominate your representative.

LEF 13
A Sinclair
Ag. DISTRICT COMMISSIONER
SAMARIA DISTRICT

Copy to:- Chief Secretary, Jerusalem
Director of Land Settlement, Jerusalem
Asst. Dist. Commissioner, Tulkarm

4/14/46
D

To see discuss - our commitments are set out at 31/14/46
14/6

5093

1157

Islamabad, 11/11/57

Minister of Education, Government of Punjab, Lahore

I have the honour to inform you that the Government of Punjab has decided to open a new school for girls in the district of Lahore. The school will be opened in the month of January, 1958. The school will be a primary school and will have a capacity of 100 girls. The school will be managed by the Government of Punjab and will be under the supervision of the District Education Officer, Lahore.

I am, Sir, very respectfully, Sir, your obedient servant.

Yours faithfully,

(a) Mr. A. I. Khan, District Education Officer, Lahore

Encl. 1

(b) Mr. A. I. Khan, District Education Officer, Lahore

(c) Mr. A. I. Khan, District Education Officer, Lahore

(d) Mr. A. I. Khan, District Education Officer, Lahore

(e) Mr. A. I. Khan, District Education Officer, Lahore

(f) Mr. A. I. Khan, District Education Officer, Lahore

(g) Mr. A. I. Khan, District Education Officer, Lahore

(h) Mr. A. I. Khan, District Education Officer, Lahore

(i) Mr. A. I. Khan, District Education Officer, Lahore

(j) Mr. A. I. Khan, District Education Officer, Lahore

19th April, 1946.

A/Director of Land Settlement.

I am directed to refer to your letter No.GP/5/4 - INS dated 6th December, 1945, on the question of the Habla village lands and to inform you that the following decision has been taken in the matter:-

- (a) that the following State Domain land should be made available to the villagers on terms that would ensure development and the conservation of the soil, by entry into agreement with the villagers on terms as in (b) below:-

Area		
Ds.	Ms.	
505.	654	- in block no.7628
313.	851	- in block no.7629
271.	382	- the whole of block 7638
<u>1091.</u>	<u>887</u>	TOTAL

- (b) The terms should be on the following basis:-

- (i) the agreement should be a lease for 49 years;
 - (ii) the rent payable throughout the whole term should be 4% of the actual market value of the land. When the land is transferred in accordance with (iii) below the rent would cease;
 - (iii) the lease should contain a clause whereby the tenant would be entitled at any time to an outright transfer of the land free of charge (except as provided in (v) below) upon completion of certain improvement works which would be specified in detail in a schedule attached to the lease;
 - (iv) the decision as to whether the works mentioned in (iii) have been satisfactorily completed would be made by a committee consisting of representatives (senior officers) of the District Commissioner, Samaria District, Director of Agriculture and Director of Land Settlement;
 - (v) the stamp duty on the lease and the registration fees on the eventual transfer should be paid by the lessees.
- (c) That, as occasion arises in future consideration should be given to issuing to the villagers for terraced agriculture, such of the following land allocated to the Conservator of Forests as has been reconditioned;

		Area
Block no. 7628, parcels 5 - 13		323.919
Block no. 7629, parcels 13 - 31		<u>189.698</u>
Total		513.614

2. I am further to inform you that the draft lease attached to your letter under reference has been approved with minor amendment. This draft is enclosed for you perusal and return.

(Sgd.) Musa Naser
for CHIEF SECRETARY.

Copy to:- District Commissioner,
Samaria District.

Director of Land Settlement.

I am directed to refer to your letter No. 17/50 dated 14th December, 1949, on the question of the land village and to inform you that the following has been taken into the account:-

(a) that the following State Domain land should be made available to the village on terms that would ensure development and the conservation of the soil, by entry into agreement with the village on terms as in (b) below:-

Area	Rs.	P.
in Block No. 102	504	504
in Block No. 103	51	51
the whole of Block 103	582	582
Total	1087	1087

(b) The terms should be on the following basis:-

(i) The agreement should be made for 19 years;

(ii) The rent payable throughout the whole term should be 1/4 of the normal market value of the land. When the land is transferred in accordance with (iii) below the rent would cease;

(iii) The lease should contain a proviso whereby the tenant would be entitled at any time to an outright transfer of the land free of charge (except as provided in (v) below) upon completion of certain improvements works which would be specified in detail in a schedule attached to the lease;

(iv) The decision as to whether the works mentioned in (iii) have been satisfactorily completed would be made by a committee consisting of representatives (senior officers) of the District Commissioner, District Officer, Director of Agriculture and Director of Land Settlement;

(v) The stamp duty on the lease and the registration fee on the eventual transfer should be paid by the lessee.

(c) That, as suggested above in future consideration should be given to leasing to the village on terms as suggested, each of the following land allotted to the Government of Madras as has been recommended:

Block No. 102, parcels 1 - 12	504.00
Block No. 103, parcels 1 - 11	51.00
Total	555.00

I am further to inform you that the first lease attached to your letter under reference has been approved with minor amendments. This draft is enclosed for your perusal and reply.

(Sd/-) [Signature]
Director of Land Settlement.

Copy to:- District Commissioner,
Madras District.

GOVERNMENT OF PALESTINE.

42

ALL COMMUNICATIONS TO BE ADDRESSED TO

CONSERVATOR OF FORESTS,
P. O. Box 1167, JERUSALEM.

12/156
SOIL CONSERVATION BOARD.

DEPARTMENT OF FORESTS,
JERUSALEM.

TELEPHONE No. 4224

TELEGRAPHIC Address "FORESTS"

27th May, 1946.

REPLY PLEASE QUOTE

No. F/ 51/38.

Subject :- Habla Special Area.
Reference:- Declaration of Habla
Special Area in Palestine
Gazette No. 1396 of 15.3.45.

CHIEF SECRETARY.

I am directed by the Board to enquire if you would be good enough to inform me of the present position with regard to the Habla Special Area. Certain recommendations were made for the proper management of two eroded Blocks of State Domain (Director of Land Settlement's letter P/5/4-INS. of 6.12.45). Since then no information has reached the Board. The Director of Agriculture is anxious to know whether the proposals have been approved, so that his Officers can proceed, in conjunction with Assistant District Commissioner, Tulkarm, to carry out the necessary works on the land.

(Sgd) G. N. SALER
4.6.46

Conservator of Forests, -
Chairman.

Copy to Director of Agriculture and Fisheries
ref. discussion at the May Meeting.
" " A.D.C. Tulkarm ref. his T/2/16-26
of 4.3.46.

4643.

21 March, 1946.

The Conservator of Forests,
Jerusalem.



Subject:- Habla Village Lands Special Area.
Ref'nce:- Your No.F/51/38 dated 14.1.46.

Following District Commissioner, Samaria's No.1187 dated 19.5.45 to the Director of Land Settlement, copy to you, I took up the matter with the Mukhtar, Village Committee and Elders of Habla who expressed their appreciation of and thanks for the chance they were being given as well as their willingness to carry out the improvements outlined.

As a first step they prepared a list of those families who, by continuity of former tenure, held the various parcels. Of this I attach a copy.

They also undertook to prevent all grazing on the parcels in question and, in due course, to apply for permission to sow winter crops. This they did, permission being granted as indicated in column "6" on the list mentioned in the preceding paragraph.

Things have not actually moved as might have been the case. The intention of valuing, defining the limits of and prescribing the work to be done on each parcel, as contemplated by the Director of Land Settlement in his GP/5/4 INS dated 14.5.45, was never carried out.

Nor again has the intention of the Director of Agriculture and Fisheries to send the Senior Horticultural Instructor and the Agricultural Inspector (Now Junior Agricultural Assistant) Tulkarm to inspect the area, parcel by parcel, and detail the kind, number, length and size of the terraces which must be built and the proportion of each parcel which should be planted with permanent crops, as laid down in his No.AG/12/156 dated 5.5.45, been implemented.

Nor, although this would naturally follow latter, has the question of providing olive and fruit trees and vines been touched upon.

The above are in my opinion, essential first steps if we are to expect progressive and successful response, the more especially so in view of the exceedingly strong tendency for those who formerly held each parcel to continue to do so until they have proved, by actual failure in the carrying out of a specific assignment ~~clearly~~ clearly indicated and fully explained to them, their short coming and consequent loss of right to further tenure of the parcel in question.

No summer crops are being allowed in the area and, it is suggested that, during the coming months, all the above be carried out and definite instructions given to the holders of each parcel.

Before closing I would again stress the spirit of willingness and appreciation at all times shown by the villagers and my hope that they will be given the fullest possible guidance and encouragement to make good.

J. Samuella
Assistant District Commissioner,
Tulkarm.

Copy to: District Commissioner, Samaria
Director of Land Settlement, Jerusalem.
Director of Agriculture and Fisheries, Jerusalem.

2740.

JS/AT

STATE DOMAIN - HABLA VILLAGE
BLOCKS 7628, 7629 and 7638

Of the above the following have been set aside as Forest Reserve.

Block 7628 Parcels 5 to 13 inclusive having a total area of
323 dunums 919 sq.m.

Block 7629 parcels 13 and 17 to 21 inclusive having a total area of
189 dunums 695 sq.m.

The balance of the land in question, having a total area of 1091 dunums
887 sq.meters, is at present held and used as follows:

Block	Parcel	Area	Held by	Number in Families of Persons by whom held	1945/46 Winter Crop permitted	Remarks
7628	1	33.581	Ahmad Qasim Hamad Kharouf	15	Wheat & Kirsenneh	
	2	22.876	Aminah Yusuf and Partners	7	Wheat	
	3	54.983	Ahmad Daud Shahwan	8	Wheat and Barley	
	4	59.974	Said Mazrouq and Partners	50	Wheat and Kirsenneh	
	14	44.287	Abdul Halim Mustapha and Partners	50	Wheat	
	15	25.113	Mahmoud Asad and Partners	10	Wheat	
	16	18.123	Hamdan Yusuf and Partners	30	Wheat and Kirsenneh	
	17	102.660	Zuheir Yusuf el Khatib	10	Wheat	
	18	23.616	Abdul Rahim Odeh	10	Wheat	
	19	4.121	Mohd Hassan Shahwan	5	Wheat	
	20	14.368	Hussein Sheikh Abdulla and brothers	20	Barley	
	21	27.098	Ahmad Hamad Kharroub	6	Wheat	
	22	23.419	Omar Othman Kharroub and Partners	30	Wheat	
	23	3.952	Ahmad Hamad Kharroub	6	Wheat	Same holder as at
	24	47.483	Abdul Halim Mustapha Yusuf	8	Wheat	-do-
7629	1	3.736	Hassan Jabir Abu Suleiman	6	-	
	2	8.708	Omar Othman Kharroub	8	-	Same holder as at
	3	4.906	Mahmoud Abdul Rahman Odeh and Partners	19	-	above.
	4	28.036	Abdul Halim Mustapha Yusuf Shahwan	8	-	Same holder as at
	5	-	- Road -	-	-	above.
	6	2.960	Omar Abdul Hafiz Odeh	12	-	
	7	24.070	Ahmad Daud Shahwan	8	-	
	8	55.612	Heirs of Mahmoud Ismail Kharroub	10	Wheat and Kirsenneh	
	9	23.239	Abdullah and Daud Shahwan and Partners	27	Wheat and lentils	Planted with some
	10	14.353	Omar Othman Kharroub	6	Wheat and lentils	trees.
	11	26.983	Mohd Abdulla Shahwan and Partner	15	Wheat	Planted with some
	12	51.387	Abdul Halim Mustapha and Partners	30	Wheat and lentils	trees.
	14	21.355	Hamdan Yusuf and Partners	30	Wheat and lentils	
	15	29.281	Heirs of Shakir Odeh and Partners	50	Wheat and Kirsenneh	
	16	12.273	Mahmoud Daud Shahwan	8	Wheat	
7638	1	2.137	Mohd Abdul Rahman Odeh	8	-	
	2	4.799	Abdul Karim Nimir Odeh and brothers	10	-	
	3	8.508	Abdul Hafiz Nimir Odeh	3	-	
	4	21.487	Mahmoud and Mohd Abdul Rahman Odeh	9	Wheat and Barley	Same holder as at 1
	5	11.819	Mukhtar on behalf of Habla Village	-	-	above
	6	29.616	Mohd Nimir Odeh	6	-	
	7	21.833	Rizk Ishqair Abdul Jawad	8	-	Holder from Kh. Ikhre
	8	14.390	Salim Hussein es Salih	10	Wheat	-do-
	9	9.666	Mukhtar on behalf of Habla Village	-	-	
	10	7.207	Abdul Rahman el Hamdan	9	-	-do-
	11	5.314	Mukhtar on behalf of Habla Village	-	-	
	12	39.483	-do-	-	-	
	13	48.156	-do-	-	-	
	14	-	-do-	-	-	
	15	20.273	Mustapha Abdul Khatib and Brothers	25	-	-do-
	16	26.758	-do-	25	-	-do-
						Planted with some tre



6th December, 1945.

Chief Secretary.

Subject : State Domsin, Hable Village lands,
Tulkarm Sub-District. Blocks Nos.
7628, 7629 and 7638.

As a result of operations under the Land (Settlement of Title) Ordinance Government was declared to be the owner of the above mentioned lands which are now registered in the name of His Excellency the High Commissioner in trust for the Government of Palestine. The following description is extracted from the judgement of the Land Settlement Officer:-

"The land consists entirely of rocky hills with narrow valleys. Very occasionally there are small patches of cultivable land in the narrow wadies containing alluvial soil mixed with stones. Even where cultivation has taken place, there has been no attempt at maintained improvement. Where there is a patch which will produce a little barley or wheat, it is made to do so. Occasionally also on the rocky hill-sides patches of a few square metres are sown with crops." At the end of his judgement the Settlement Officer stated "I would add that it is in the power of any claimant to approach Government with a view to purchase of any parcel or part of a parcel which might be wholly or largely cultivable."

2. In 1942 the land was inspected by a State Domain Inspection Committee whose recommendations were, briefly, that the whole of the land should be declared a forest reserve with the exception of 200 dunums to be sold in small plots of ten dunums on special conditions of terracing and walling. The report of the Committee contains the following additional description:

"Block 7638 consists of a low hill from which all vegetation has been removed, some soil remains but there is much rock outcrop. Patches have been cultivated. Blocks 7628 and 7629 consist of a series of low hills almost cleared of vegetation except for several large carob trees. The hills are eroded and rocky but a certain amount of soil remains in the small valleys and hollows which have been illegally cultivated." The Committee commented: "As the cultivated lands of the village are mostly in the hands of landowners who farm them out to the villagers on a "sharecropping" system, there is great demand that parcels from these blocks should be leased or sold."

The recommendations of the Committee were approved under your letter L/13/5/37 of 27th October, 1942.

3. In 1944 the District Commissioner made a personal visit to these lands as a result of which he made representations to the State Domain Committee that the land would be better developed were it leased or sold to the villagers under suitable conditions as to terracing, cultivation, etc., the Flooding and Soil Erosion Ordinance being applied at once to the whole area. The Conservator of Forests being in agreement the State Domain Committee decided that if the District Commissioner and the Conservator of Forests in consultation with the Directors of Agriculture and Land Settlement, could produce a

cc. (Agreement received today)
The ask for
copy of draft lease
sent to print
mentioned at end of para 11
1/1/46

3 DEC 1964

satisfactory scheme which would ensure the development, on approved lines, of the land in question by the villagers, it was prepared to recommend to Government that the order (sic) of 1942 should be rescinded.

4. The Directors of Agriculture and Land Settlement, the Conservator of Forests and the District Commissioner met in Jerusalem on 14th November, 1944 and agreed to recommend as follows:)

- (1) That the following parcels lying on the eastern side of Blocks 7628 and 7629 should be retained as State Domain and handed over to the Conservator of Forests for declaration as a Forest Reserve and management as apart of the contiguous forest reserve of Azzun (F.R.44).

Block 7628, Parcels 5 to 13 inclusive having a total area of 323 dunums 919 sq. metres.

Block 7629, Parcels 13 and 17 to 21 inclusive having a total area of 189 dunums 695 sq. metres.

This disposes of a total area of 513 dunums 614 sq. metres. It was recognised that the villagers of Hable have need of land for development but it was thought that the balance of 821 dunums 505 sq. metres in Blocks 7628 and 7629 together with the whole of Block 7638 would be fully sufficient for present needs and that a larger area could not be properly developed by the villagers for many years.

- (2) That the whole of the rest of the land in question, as detailed below, should be made available to the villagers on terms which would ensure its proper development and the conservation of the soil.

Block 7628	505	dunums	654	sq. metres
Block 7629	314	dunums	851	sq. metres
Block 7638	271	dunums	382	sq. metres
Total	1091	dunums	887	sq. metres

- (3) That the manner of disposal should be by agreement between Government and individual villagers and that this agreement should be in the form attached to this memorandum and marked A. Under such form of agreement the villagers will be able to obtain full possession of the land after five years, provided certain development conditions had been carried out.
- (4) That such agreements should be in respect only of complete registration parcels.
- (5) That, if these proposals are approved, the District Commissioner, after investigation as to the present cultivators of each parcel to be made subject to such agreements, will make recommendations in respect of each parcel as to the name of the villager to whom an agreement should be offered. If the villager to whom the agreement is offered refuses the offer then the claims of other villagers will be investigated with a view to further offers being made.

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- (6) That only bona fide residents of Habla and Khirbat Qureish be considered eligible.
- (7) That a representative of the Director of Agriculture will, upon any agreement being made, inspect the parcel concerned in company with the District Officer, Tulkarm and the lessee and indicate on the ground the development which will be required to satisfy clause 2 of the agreement. The representative of the Director of Agriculture will give advice from time to time to the lessees and submit reports to the Assistant District Commissioner, Tulkarm as to progress made. At the termination of two years he will advise as to whether the conditions may be deemed to have been satisfactorily carried out.
- (8) That, in order to prevent, from the outset, any cultivation on these lands except after the construction of such terraces as are necessary to prevent soil erosion and so as to give protection from uncontrolled grazing to cultivators who enter into the agreement, Blocks 7638, 7628 and 7629 should be declared a Special Area under the Flooding and Soil Erosion (Prevention) Ordinance, 1941, as already recommended to Chief Secretary by letter F/51/38 of 1.11.44 from the Chairman of the Soil Conservation Board. In the absence of such special legal control, the present cultivators are not likely readily to enter into any lease agreement and will hope to continue their present uncontrolled cultivation of these State Domains. The declaration of this Special Area is a first step and we recommend that it should precede any negotiation of lease agreements.
- (9) As occasion arises in future, consideration should be given to issuing such of the land allocated to the Conservator of Forests as has been reconditioned to the local population for terraced agriculture.

5. For convenience I attach a plan of Habla Village on the 1/10,000 scale to illustrate the recommendations.

6. At its meeting held on 5th January, 1945 the State Domain Committee considered and agreed with the joint recommendations of the Directors of Agriculture and Land Settlement, the Conservator of Forests and the District Commissioner and requested that the officers concerned should recommend the rental under the lease and the price of transfer and the eventual sale price (sic). The State Domain Committee thought that unless the rental under the lease and the eventual sale price were purely nominal the villagers would not be willing to carry out the development and anti-erosion measures. It should be explained that the type of agreement proposed was similar to that approved by Government in the case of Shefa Amr. It was a lease for two years under which the Lessee was to have an option of renewal for an additional three years, provided he had built terraces and walls on and around the land to the satisfaction of the District Commissioner. At the end of five years the Lessee was to have the option of purchasing the land at a stated price provided that he had during the last three years maintained the terraces and walls previously constructed and had carried out additional terracing and planting of fruit and olive trees and vines to the satisfaction of the District Commissioner.

7. When I came to discuss with the District Commissioner the conditions as to rent and sale price to be inserted in the agreement, as requested by the State Domain Committee, experience at Shefa Amr had shown that the proposed type of agreement was not at all satisfactory. Persons without either the intention or the means to develop the land entered into such agreements seeing that there was everything to gain and nothing or very little to lose by doing so. A number of the tenants have done nothing to develop the land although their leases have expired and Government is now faced with the choice of instituting civil actions, which are lengthy and vexatious, to evict them or of letting the agreements become dead letters. A number of others have done just enough to make it difficult to turn them out but far less than was expected or hoped of them. It was therefore thought that the desired object, namely the development of the land and the stopping of erosion, would be better secured by a different type of agreement the heads of which were:-

- (a) The agreement should be a lease for 49 years.
- (b) The rent payable throughout the whole term should be 4% of the actual market value of the land. When the land is transferred in accordance with (c) the rent would cease.
- (c) The lease should contain a clause whereby the tenant would be entitled at any time to an outright transfer of the land, free of charge (except as provided below) upon completion of certain improvement works which would be specified in detail in a schedule attached to the lease.
- (d) The decision as to whether the works mentioned in (c) have been satisfactorily completed would be made by a committee consisting of representatives (senior officers) of the District Commissioner, Director of Agriculture and Director of Land Settlement.
- (e) The registration fees and stamp duty upon the lease and upon the eventual transfer should be payable by the lessee.

It was realised that if this scheme were adopted it would be necessary to (1) value each parcel, and (2) prescribe the work to be done on each parcel. It was suggested that these two tasks should be combined and carried out by a committee composed of an officer of the District Administration, a valuer from the Department of Land Settlement and an officer of the Department of Agriculture. The Committee would, of course, inspect each parcel and would, if necessary, call on the District Survey Officer to indicate the boundaries. It would also make recommendations for splitting any parcels which appeared too large for satisfactory development by one individual. The foregoing arrangement was considered to have the following advantages over the one previously envisaged:-

- (a) There would be a direct financial inducement for the occupiers to carry out the improvements as soon as possible for the earlier they carried them out the less they would pay.
- (b) The fact of having to pay a rent based on the actual market value of the land would deter from entering into the agreements those persons who had no real intention of developing.

(c) Government would not have to evict tenants who did not develop. It would merely demand the rent and sue for it if necessary. This should be sufficient to compel the tenant either to develop in order to get free of the liability for rent, or to surrender the lease.

The Director of Agriculture and the Conservator of Forests being in agreement, these revised proposals were submitted to the State Domain Committee which, at its meeting on 26th July, 1945, decided that the proposals should be strongly recommended to Government, particularly in regard to the proposals that the tenants should obtain a title. The State Domain Committee pointed out, however, that the principle of alienation of State Domain was involved and that Government had decided against this in connection with the allocation of a certain State Domain for a Housing Scheme (Holon).

9. The order under the Flooding and Soil Erosion Ordinance making the land a "Special Area" appeared in Gazette No. 1396 dated 15th March, 1945.

10. Your approval is therefore now required for :-

- (a) The withdrawal of the allocation to the Conservator of Forests of the land shown hatched in red on the plan attached.
- (b) The attached draft lease (which is based on the heads of agreement set out in paragraph 7 above), and which will be translated into Arabic if approved.
- (c) The setting up of the committee mentioned in paragraph 7 above to value and prescribe the work to be done on each parcel.
- (d) The proposals contained in sub-paragraphs (1), (2), (4), (5), (6) and (9) of paragraph 4 above.

11. As mentioned in paragraph 8 above, the State Domain Committee was strongly in favour of offering to the tenants the opportunity of ultimately acquiring an outright title as a stimulus to development. This land which can never be advantageously managed as State Domain. It would never produce a rental which would be at all compatible with the expenses of administration, and it would never be managed directly as a Government farm. Unless some very strong inducement is offered to the occupiers to terrace and plant trees they will merely continue to plough the remaining patches of soil until they too are eroded and the land becomes derelict beyond all hope of reclamation. It was felt that the proposals in the foregoing paragraphs offer at least a chance of reclaiming the land and eventually restoring it to a reasonable degree of fertility. If that object is achieved Government will certainly derive more revenue from it by way of taxation and land registry fees than it ever would by way of rent. The Committee was aware that Government is generally opposed to the principle of alienation, but in cases like this, which is typical of the hill villages, it is considered that grant of a title as a reward for development is the only solution unless Government were prepared to embark on enormously expensive reclamation schemes on its own account. There will in future be a number of similar cases to be dealt with and the draft "Development Lease" attached to this letter is intended to be a model for use in such cases.

for R. F. Jardine.

Actg. DIRECTOR.
(absent on duty).

Copy to:- District Commissioner, Samaria
District.
" " Director of Agriculture.
" " Conservator of Forests.

1. The Government of the United States of America, hereinafter referred to as the Government, is pleased to announce that it has decided to grant a full and complete pardon to all persons who have been convicted of a crime under the laws of the United States, provided that such persons have not been previously convicted of a crime involving moral turpitude.

2. The Government further announces that it has decided to grant a full and complete pardon to all persons who have been convicted of a crime under the laws of the United States, provided that such persons have not been previously convicted of a crime involving moral turpitude.

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11. The Government further announces that it has decided to grant a full and complete pardon to all persons who have been convicted of a crime under the laws of the United States, provided that such persons have not been previously convicted of a crime involving moral turpitude.

12 DEC 1944

day of

between

His Excellency the High Commissioner for Palestine for
and on behalf of the Government of Palestine (hereinafter
called the Lessor) of the one part and

of (hereinafter called the
Lessee) of the other part

WHEREAS the Lessor is the registered owner of a parcel of land measuring metric dunums and square metres or thereabouts situated in the village of Habla in the Sub-District of Tulkarm and known as Parcel No. in Block No. (hereinafter called the said land) which parcel of land is shown by a pink colour upon the plan annexed hereto and is registered in the Land Registry of Tulkarm in the name of His Excellency the High Commissioner for Palestine in trust for the Government of Palestine under Deed No. dated 1947.

AND WHEREAS the Lessee is desirous of developing the said land by constructing terraces and walls and planting olive and fruit trees and vines under the supervision of the Government and the Lessor has decided to encourage and reward such development.

NOW THEREFORE THIS LEASE WITNESSETH:

1. In consideration of the rent payable by the Lessee to the Lessor, and the undertakings undertaken by the Lessee towards the Lessor, under the provisions of this lease, the Lessor hereby leases the said land to the Lessee, and the Lessee hereby takes the said land on lease from the Lessor for a term of forty nine years commencing on the first day of one thousand nine hundred and forty (but determinable nevertheless

as hereinafter provided) at a yearly rent of Palestine Pounds (LP.) payable as hereinafter provided.

2. The Lessee for himself and his successors hereby agrees with the Lessor as follows:-

(1) To pay in advance and without any deduction the yearly rent of Palestine Pounds (LP.) on or before the first day of in every year the first payment to be made on the execution hereof in respect of the year ending on the day of one thousand nine hundred and forty

(2) To pay all Government and local rates, taxes and other payments payable in respect of the said land and any building erected thereon or for the time being charged or imposed upon the owner or occupier thereof, and it is hereby declared that the Lessor shall not be liable to pay any tax, rate or other payment whatsoever in respect of the said land and buildings.

(3) Not to assign, sublet, part with the possession, mortgage or otherwise dispose of the said land or any right thereto or therein either in whole or in part.

(4) To allow the Lessor and any persons authorised by him at all times to enter on any part of the said land for the purpose of inspection thereof and for all other reasonable purposes without let or hindrance.

(5) To pay to the Lessor interest on all sums payable to him under this lease and which shall be in arrear at the rate of nine per centum per annum.

in certain cases, provided, that a yearly sum of
the said sum of money (the said sum of money) shall be
provided.

2. The lessor, or his heirs and assigns, shall

be bound with the lessee as follows:-

(1) To pay the said sum of money and interest

the yearly sum of

(2) On or before the first day of

in every year, the first payment to be made on the

excise then payable in respect of the said land on the

day of

hundred and forty

(3) To pay all Government and local rates, taxes

and other assessments payable in respect of the said land

and any building erected thereon or on the said land

charged or imposed upon the owner or occupier thereof,

and if it should be found that the lessor shall not be

liable to pay any of the said rates, taxes or assessments,

in respect of the said land and building.

(4) Not to assign, mortgage, or otherwise dispose of

the whole or any part of the said land or any right

interest in the said land in whole or in part.

(5) To allow the lessor, or his heirs and assigns

at any time to enter on any part of the said land

for the purpose of inspection, survey, or otherwise

reasonably necessary for the purpose of the lease.

(6) To pay to the lessor, or his heirs and assigns

to him under the lease, and to be paid by him at

the rate of the said sum of money and interest.

(6) To protect the land against trespass and in the event of trespass to take immediate action for the eviction of the trespassers and, if the lessee shall fail to take the necessary steps for the eviction of the trespassers, that the Lessor may take action for such purpose, and the Lessee shall be liable to reimburse the Lessor for any expenses incurred by the Lessor in that behalf.

(7) To keep the said land and any building and improvement works hereafter erected and constructed on the said land and any trees planted thereon in good repair, order, state and condition and in such repair, order, state and condition to deliver them up to the Lessor at the expiration of this lease or at the earlier determination thereof as provided hereafter in Clause

(8) Well and sufficiently to construct and carry out upon the said land with all possible speed the works of development and improvement and tree planting set out in the schedule hereto.

(9) At the expiration or sooner determination in accordance with Clause hereof of the term of lease hereby granted quietly to yield up and deliver to the Lessor without compensation the said land in good tenantable repair, order state and condition.

3. If at any time during the currency of the term of lease hereby created the Lessee shall fail to pay the rent or any part thereof in the manner aforesaid or to observe and perform any of the terms of this lease or of any obligation hereby or by law imposed upon them, the Lessor may forthwith or at any time thereafter re-enter upon the whole or any part of the land in the name of the whole, and thereupon the Lessee hereby created shall absolutely determine,

and the Lessor shall thereafter possess the land as though this lease had never been made: PROVIDED THAT -

(a) The re-entry as aforesaid by the Lessor shall not affect the liability of the Lessee in respect of any obligation for non-payment of rent or non-observance or non-performance of any of the terms of this lease to which they may be subject at the date of such re-entry.

(b) The Lessor shall not re-enter upon the land and building as aforesaid other than for non-payment of rent, unless at least one month's previous notice of the failure to observe and perform has been served upon the Lessee and the Lessee has during the period of one month from the date of service of such notice failed to remedy such failure.

4. (1) At any time during the currency of the term hereby created the Lessee may apply to the Lessor to transfer to him the reversion of this lease and the Lessor shall, upon being satisfied that the Lessee has well and sufficiently carried out and constructed the works of development and improvement and tree planting set out in the schedule hereto, transfer the said reversion to the Lessee free of charge except as hereinafter provided to the intent that this lease shall be extinguished and merged in the reversion thereof and the Lessee shall become the owner of the said land; and it is hereby agreed and declared that the sole judge as to whether the said works of development and improvement and tree planting have been well and sufficiently carried out shall be a committee to be appointed by the District Commissioner, Samaria District, and to consist of a

representative of the District Commissioner, a representative of the Director of Agriculture and a representative of the Director of Land Settlement.

(2) The Lessee shall pay to the Lessor a fee of five Palestine Pounds (LP.5) in respect of each and every inspection by the Committee made at his request but this fee shall be returnable to the Lessee if the Committee finds that the works of development and improvement and tree planting set out in the schedule hereto have been well and sufficiently carried out.

(3) The Lessee shall pay all land registry fees, stamp duties, and other fees, charges and expenses payable in connection with the registration in the Land Registry of this lease and of any subsequent transfer of the reversion thereof.

5. THE LESSOR HEREBY agrees with the Lessee that the Lessee paying the said yearly rent hereinbefore reserved and performing all the undertakings and agreements on the part of the Lessee herein contained shall and may quietly hold and enjoy the land and building during the continuance of the term of this Lease without any interruption from or by the Lessor or any person rightfully claiming through or under him.

6. The Lessor may at any time take or resume without acquisition proceedings under the Land (Acquisition for Public Purposes) Ordinance, 1943, or otherwise, any part of the land or building or both leased under this Lease, which may be required for the purpose of any work of public utility or for the excavation or preservation of any antiquity or exploitation of any minerals, and in any such case it shall be lawful for the Lessor or any

representative of the district, and a representative of the
of the district, and a representative of the
Director of Land Settlement.

(2) The Lessee shall pay to the Land Settlement
on the first day of each month (or on the first day of each year
every five years) by the Commission, and the Lessee shall
but this shall not be a condition to the Lessee's right to
located lands that are works of development and im-
provement and are planted or to be planted with
crops have been well and suitably cultivated.

(3) The Lessee shall pay to the Land Settlement
rent, taxes, and other fees, charges and expenses
in connection with the operation of the land
of this lease and of any subsequent extension of the lease
upon the land.

4. The Lessee shall comply with the terms of the
the Lessee shall pay to the Land Settlement
and pay to the Land Settlement all the taxes and
on the part of the Lessee herein contained, and the
directly and enjoy the land and building during the
continuance of the term of this lease without any inter-
tion from or by the Lessor or any person claiming
through or under him.

5. The Lessee may at any time or times without
acquired, or otherwise obtained, or in any way
public purposes, and the Lessee shall not
of the land or buildings or other improvements on the land,
which may be required for the purposes of any work of
public utility or for the purposes of any other work of
any public or other utility or for any other work of
any other work of any public or other utility.

persons duly authorised by him in that behalf to enter and re-enter on the said land and peaceably to hold and enjoy the same as if these presents had not been made, provided that the Lessee shall be entitled to reasonable compensation or abatement of rent or both.

7. Nothing in this lease shall confer on the Lessee any right to antiquities or to minerals found in or below the surface of the said land hereby demised or to work any mines therein, but such mines, minerals and antiquities shall in all cases be and remain the exclusive property of the Lessor and any person duly authorised by him shall at all times have the right of access to the said land for the purpose of inspecting, taking winning or prospecting any such antiquities or minerals found in or on the said land.

8. Any notice to be given under this Lease may be given by registered letter addressed through the post, and the parties hereto waive any right to be served with a notarial notice.

SCHEDULE

(referred to in Clause 2(8) and Clause 4 hereof)

IN WITNESS WHEREOF the parties hereto have hereunto set their hands

Signed on behalf of the High Commissioner
by the Director of Land Settlement in
exercise of the powers conferred on him by the
Public Lands Ordinance, 1942.

In the presence of

Signed by the Lessee

In the presence of

I hereby certify that on the
12th day of March 1914

and

after reading the
contents of the
will and that they are
this deed and understand its contents.

Witness my hand and seal
this 12th day of March 1914.

This deed was read and understood by

on the 12th day of March 1914

before me and the witnesses

at the County of Village of Volume No. 100

Notary Public for the State of Ohio

and also before me

and the contents of this deed are

the title to the land therein referred to.

Notary Public for the State of Ohio

19th June, 1945.

Chairman,
State Domain Committee.Subject : Habla Village lands.Reference : Your CSD/271/40 dated 6/1/1945.

In your letter under reference you asked for recommendations in regard to the terms on which the land in question should be leased and eventually transferred to the villagers. The matter has been discussed at length between the District Commissioner, Director of Agriculture, Conservator of Forests and myself and we are unanimous in recommending the arrangement set out below in preference to the arrangement originally proposed whereby the land was to be leased for a short term and transferred to the occupier provided he carries out certain improvements within the period of the lease.

2. The arrangements now proposed are as follows :-

- (a) The agreement shall be a lease for 49 years;
- (b) The rent payable throughout the whole term of the lease shall be $\frac{1}{4}\%$ of the present market value of each parcel. When the parcel is transferred in accordance with (c) the rent shall cease;
- (c) The lease shall contain a clause whereby the tenant shall be entitled at any time to an outright transfer of the land, free of charge (except as provided below) upon completion of certain improvement works which will be specified in detail in a schedule attached to the lease;
- (d) The decision as to whether the works mentioned in (c) have been satisfactorily completed will be made by a committee composed of representatives (Senior Officers) of the District Commissioner, Director of Agriculture, and Director of Land Settlement. The committee would have discretion to recommend transfer of part of the leased area if it appeared to them desirable;
- (e) The registration fees and stamp duty upon the lease and upon the eventual transfer shall be payable by the lessee.

3. If this scheme is adopted it would be necessary to :

- (1) value each parcel, and
- (2) prescribe the work to be done on each parcel.

It is suggested that these two tasks should be combined and carried out by a committee composed of an officer of the District Administration, a valuer from the Department of Land Settlement and an officer of the Department of Agriculture. The committee could call upon the District Survey Officer to point out the boundaries of parcels when necessary. It would be essential for the committee actually to inspect each parcel. The committee should also make recommendations for splitting any parcels which appear too large for satisfactory development.

CONFIDENTIAL
JANUARY 1954
JANUARY 1954

State Training Committee

Subject: Public Health Service

Reference: Public Health Service

1. The following information was obtained from the records of the Public Health Service, Department of Health, Education and Welfare, Washington, D.C., and is being furnished to you for your information. The information is being furnished to you in confidence and is not to be distributed outside of your office. The information is being furnished to you in confidence and is not to be distributed outside of your office.

2. The following information was obtained from the records of the Public Health Service, Department of Health, Education and Welfare, Washington, D.C., and is being furnished to you for your information. The information is being furnished to you in confidence and is not to be distributed outside of your office.

(a) The following information was obtained from the records of the Public Health Service, Department of Health, Education and Welfare, Washington, D.C., and is being furnished to you for your information. The information is being furnished to you in confidence and is not to be distributed outside of your office.

(b) The following information was obtained from the records of the Public Health Service, Department of Health, Education and Welfare, Washington, D.C., and is being furnished to you for your information. The information is being furnished to you in confidence and is not to be distributed outside of your office.

(c) The following information was obtained from the records of the Public Health Service, Department of Health, Education and Welfare, Washington, D.C., and is being furnished to you for your information. The information is being furnished to you in confidence and is not to be distributed outside of your office.

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(g) The following information was obtained from the records of the Public Health Service, Department of Health, Education and Welfare, Washington, D.C., and is being furnished to you for your information. The information is being furnished to you in confidence and is not to be distributed outside of your office.

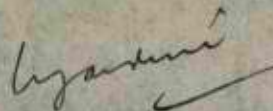
(h) The following information was obtained from the records of the Public Health Service, Department of Health, Education and Welfare, Washington, D.C., and is being furnished to you for your information. The information is being furnished to you in confidence and is not to be distributed outside of your office.

It is requested that you keep this information confidential and not to be distributed outside of your office. The information is being furnished to you in confidence and is not to be distributed outside of your office. The information is being furnished to you in confidence and is not to be distributed outside of your office.

4. It is considered that the foregoing arrangement has the following advantages over the one previously recommended :-

- (a) There would be a direct financial inducement for the occupiers to carry out the improvements as soon as possible, for the sooner they carry them out the less they would pay;
- (b) Government would not be under the necessity of having to evict occupiers who do not carry out improvements within a specified time or alternatively have to allow the agreements to become dead letters. Eviction is usually impracticable so that a considerable proportion of agreements of the type previously envisaged do become dead letters.

5. Adoption of the foregoing proposals will necessitate the preparation of a new draft agreement and in view of the pressure of work I am ~~xxxxxx~~ unwilling to undertake this unless the proposals are approved by you in principle. I shall, therefore, be grateful to learn of your approval or otherwise as soon as possible.



ACTING DIRECTOR.

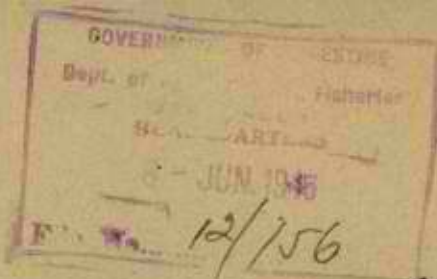
Copy to: District Commissioner,
 Samaria District.
" " Director of Agriculture.
" " Conservator of Forests.

WT.

(a) There will be a direct financial relationship between the company and the Government in order to ensure that the company is not in a position to receive any financial benefit from the Government.

SP/TO/ALC 41123A

1187



6th June, 1945

Director of Land Settlement,
Jerusalem.

State Domain at Habla, Tulkarm Sub-District.

Your GP/5/4, INS of 14th May, 1945.

I assume that you will now forward a draft of the revised form of agreement to the State Domain Committee and that the Committee will then make its final recommendations to Government for approval. Until this is done we can make little progress with this scheme.

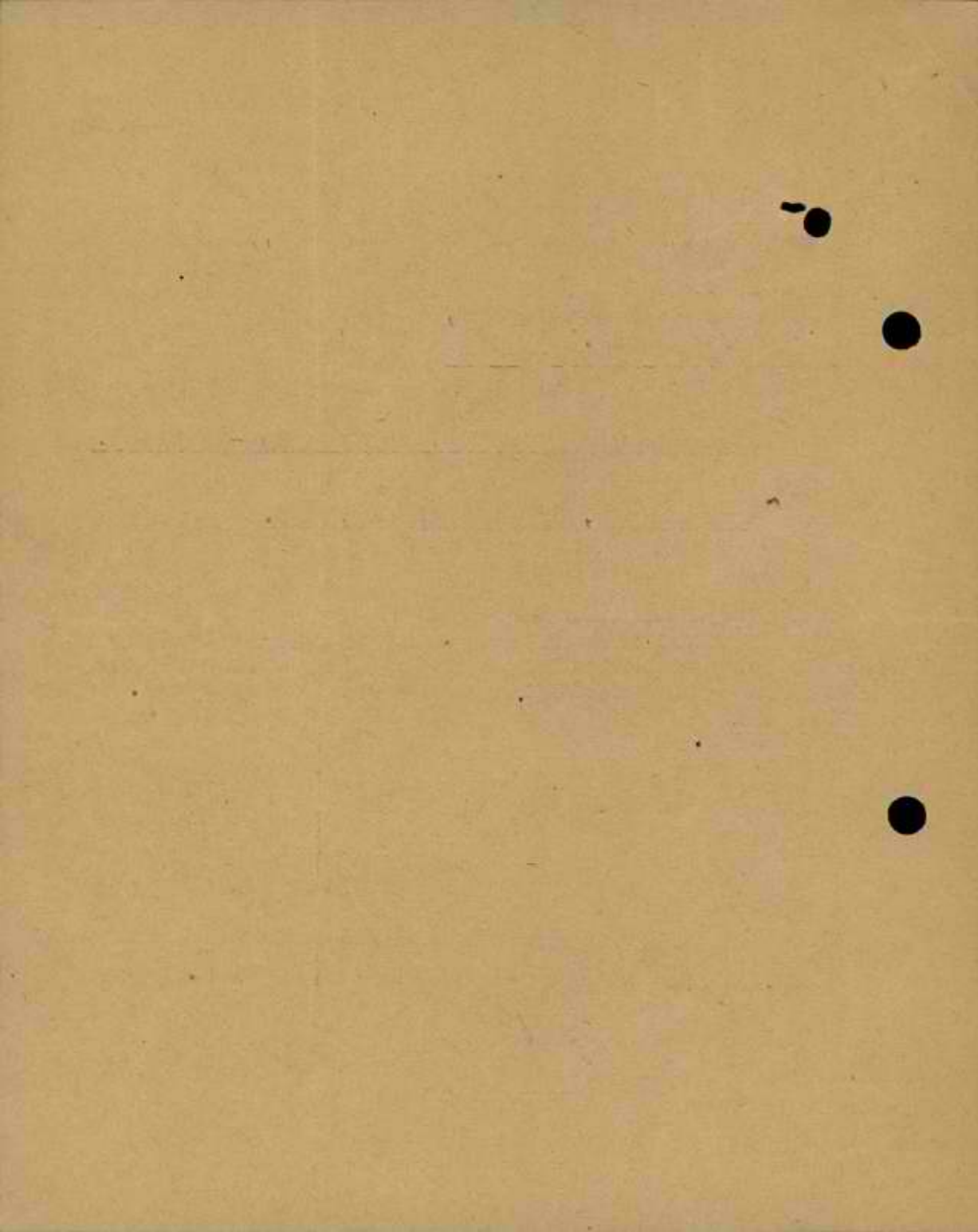
De M. C. [Signature]
DISTRICT COMMISSIONER
SAMARIA DISTRICT

Copy to :- Director Agriculture and Fisheries, Jerusalem
Conservator of Forests, Jerusalem.

KA.

12/20, 49
[Signature]
8/6

P.A. *(initials)*
3540



1187

22 MAY 1945

12/156

Director of Land Settlements,
Jerusalem

19th May, 1945

Subject:- State Domain at Hable, Tulkarm
Sub-District.

Reference: Your GP/5/4.INS of 14-5-45.

BA
I consider your proposals are a great improvement on those previously made and I have only one amendment to suggest. I would like to see the following words inserted after the word "land" in line three of your (c):-

" or, at the discretion of the committee mentioned in (d) below, of any part of the land".

a/sd.
pc. 2
Good reasons might be shown why a particular part could not be developed to the extent originally stipulated and the Committee might desire, as a sign of appreciation of good work done on the remaining part, to permit transfer of that remaining part and to delay further the transfer of the part which had not been fully developed.

2. With an agreement such as you suggest persons who had no genuine intention to develop would not seek tenancy of the land or, if they entered into the agreement, would soon give up the tenancy, finding the annual rent too heavy a price to pay for idleness.

J. C. MacGillivray
DISTRICT COMMISSIONER
SAMARIA DISTRICT

P.T.O.

JKW
23/5

18

PA
B

Copy to:- Asst. Dist. Commissioner, Tulkarn,
with copy of letter under reference.
Director of Agriculture & Fisheries
Conservator of Forests

5
AG/12/156

35
DEPARTMENT OF AGRICULTURE
AND FISHERIES,
JERUSALEM.

May, 1945.

Director of Land Settlement.

32 of 34

I have no comments to offer on
your letter No.GP/5/4.INS of the 14th May
concerning State Domain at Hablea.

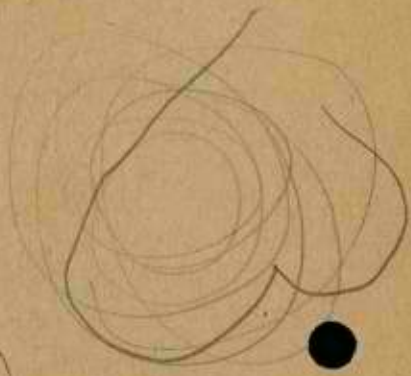
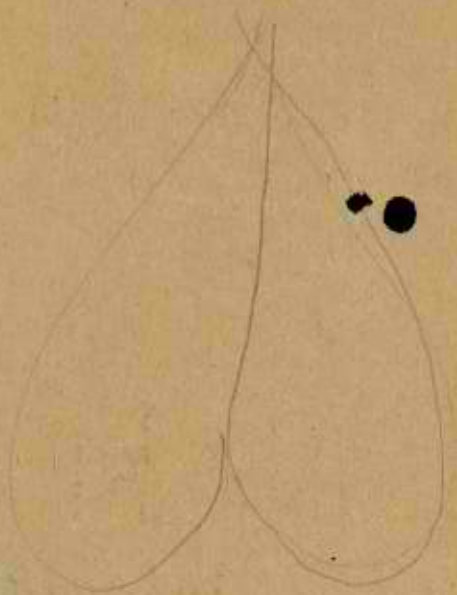
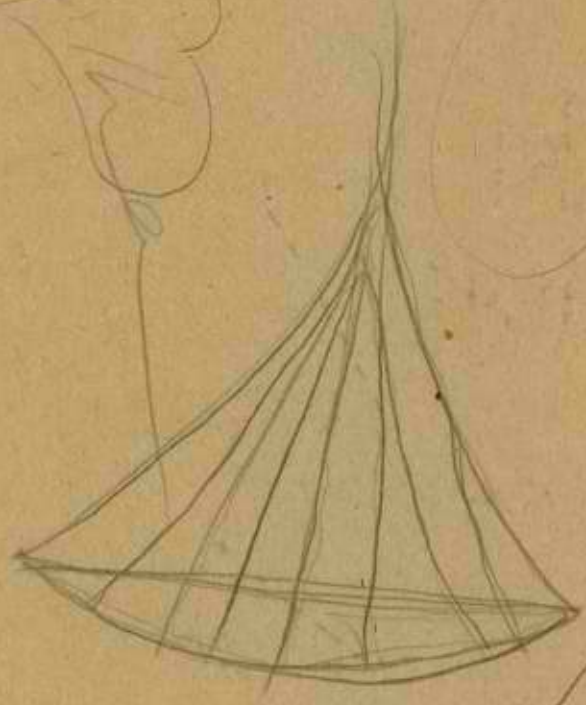
(Sgd.) J. C. Byrne
DIRECTOR OF AGRICULTURE
AND FISHERIES.

Copy to:- District Commissioner, Samaria.

" " Conservator of Forests.

SAC/BN.

PA TB



GOVERNMENT OF PALESTINE.

IN REPLY PLEASE QUOTE

No. GP/5/4.INS

DEPT. OF LAND SETTLEMENT.

JERUSALEM.

P. O. B. 189 — TEL. 4497.

14th May, 1945.

District Commissioner,
Samaria District.

Subject:- State Domain at Habla, Tulkarm
Sub-District.

Reference: Your 1187 of 28th April, 1945.

The following is a note on the terms of agreement which were discussed between you and Mr. Berncastle in substitution for those in your letter of 16th February, 1945:

- (a) The agreement shall be a lease for 49 years.
- (b) The rent payable throughout the whole term of the lease, shall be 4% of the actual market value of each parcel. When the parcel is transferred in accordance with (c) the rent shall cease.
- (c) The lease shall contain a clause whereby the tenant shall be entitled at any time to an outright transfer of the land, free of charge (except as provided below) upon completion of certain improvement works which will be specified in detail in a schedule attached to the lease.
- (d) The decision as to whether the works mentioned in (c) have been satisfactorily completed will be made by a committee composed of representatives (Senior officers) of the District Commissioner, Director of Agriculture & Fisheries and Director of Land Settlement.
- (e) The registration fees and stamp duty upon the lease and upon the eventual transfer shall be payable by the lessee.

2. If this scheme is adopted it would be necessary to

(i) value each parcel, and

(ii) prescribe the work to be done on each parcel.

P.T.O.

It is suggested that these two tasks should be combined and carried out by a committee composed of an officer of the District Administration, a valuer from the Department of Land Settlement and an officer of the Department of Agriculture. The committee could call upon the District Survey Officer to point out the boundaries of parcels when necessary. It would be essential for the committee to actually inspect each parcel. The committee might also make recommendations for splitting any parcels which appear to be too large for satisfactory development.

3. The foregoing arrangement has the following advantages over the arrangement previously considered:

- (a) There would be a direct financial inducement for the occupiers to carry out the improvements as soon as possible, for the earlier they carry them out the less they pay for the land and vice-versa.
- (b) Government would not have to evict occupiers who do not carry out the improvements within a specified time or to allow the agreements to become dead letters. Eviction is usually found to be impracticable so that a large proportion of agreements of the type previously envisaged do become dead letters.

(Sgd) J. M. Berncardes
DIRECTOR.

Copy to Director of Agriculture & Fisheries ✓
for comments.

" " Conservator of Forests. *for comments*

P.

AG/12/156

May, 1945

District Commissioner,
Samaris District, Nablus.

Sub: Habla Village - State Domain.

With reference to our discussion at Nablus on 27th April, this department will assist in prescribing the conditions which must be fulfilled before the villages enter into full possession of the State Domain lands in blocks 7638, 7628 and 7629. We are persuaded that it will be necessary to define very clearly and specifically the development which must be undertaken by each individual.

2. The Senior Horticultural Instructor, Mr. Nassayeh Tsyeh, with the assistance of Mr. Shaker Hammad, Agricultural Inspector, Tulkarm, will inspect the area parcel by parcel and detail the kind, number, length and size of the terraces which must be built and the proportion of each parcel which should be planted with permanent crops. *taken*

3. The question of providing olive and fruit trees and vines will arise. Although all the trees and vines required cannot be available this year, next year the Chief Horticultural Officer will be able to allocate sufficient trees for the scheme by giving it priority in distribution. The lack of the full requirement of budded or grafted trees need not hold up development completely since the peasants should not confine their planting to one kind of permanent crop. In this area which is free from Phyloxera, ordinary vine cuttings can be planted, cuttings of figs can be used and bitter almonds can be planted in situ in suitable places for budding to varieties of stone fruits later.

4. It would facilitate and expedite the implementation of proposals if the staff of this department could work with a committee who would meet on the lands. I am informed by Mr. Berncastle, Senior Land Officer, that it will be necessary to value each individual parcel, this work could perhaps be done at the same time. It will be desirable for an administrative officer to assist and coordinate the work. I would therefore, suggest that a committee of these officers be formed with the administrative officer as chairman. If this is done the work should be completed in a few weeks as the area of land involved is not very large.

5. The officers of this department will visit the area from time to time to report on the progress which is being made.

(Sgd) J. C. EYRE

SAO/FH

DIRECTOR OF AGRICULTURE
AND FISHERIES

Copy to: Director of Land Settlement.
Conservator of Forests.
C.H.O. (in duplicate)
A/S.A.O. (in duplicate)

FR
B

Office of Community Development
 Department of Housing and Urban Development
 Washington, D.C. 20548

THE BOSTON PUBLIC LIBRARY

30

1187

28th April, 1945

Director of Land Settlement,
Jerusalem

27

State Domains at Habbala

My 1187 of 16-2-45 to you.

On 29th March I discussed the terms of the proposed agreement with Mr. Berncastle and we agreed to modify the proposals made in my letter under reference in regard to rentals and purchase price.

I shall now be glad to receive a note which Mr. Berncastle undertook to prepare of recording the revised arrangements which we agreed upon. I assume you will send a copy of this note to the Conservator of Forests and Director of Agriculture for their comment.

4/50 - Seen

D. C. MacGillivray

DISTRICT COMMISSIONER
SAMARIA DISTRICT

Copy to:- Conservator of Forests, Jerusalem
Director of Agriculture, Jerusalem -

30 APR 1945
12/156

2728

PA
B

1950-1951

$\frac{9}{10}A$

Ag/12/15B

29

FLOODING AND SOIL EROSION (PREVENTION) ORDINANCE, 1941.

Rules made by the High Commissioner in Council Under Section 2.

No.12 of
1941.

IN EXERCISE of the powers vested in him by section 2 of the Flooding and Soil Erosion (Prevention) Ordinance, 1941, the High Commissioner in Council has made the following rules:-

Citation.

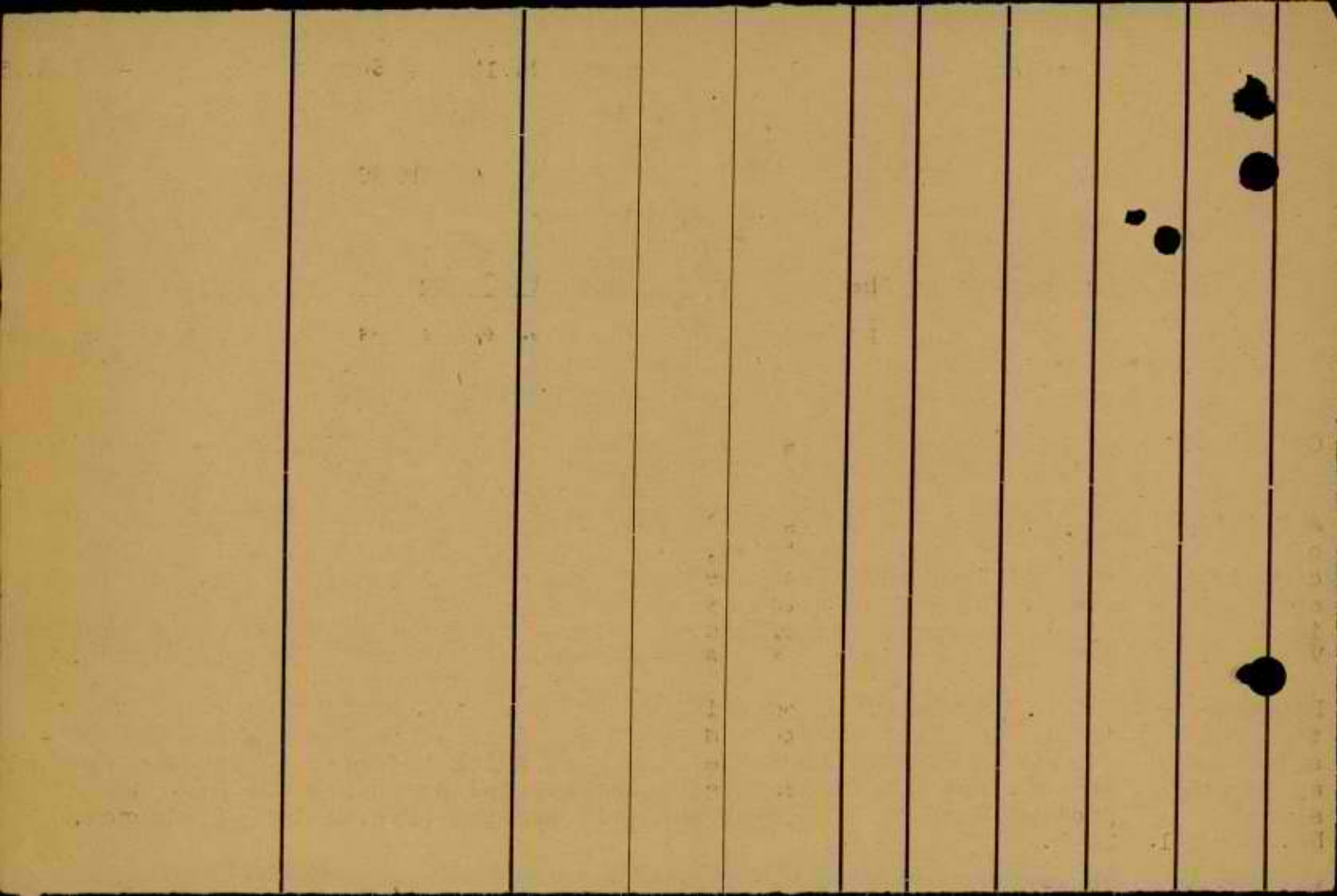
1. These Rules may be cited as the Hable Village Conservation Rules, 1945.

Application
of rules to
certain
areas with-
in Hable
Village.

2. These Rules shall apply to the areas within the Hable Village, Tulkarm Sub-District, comprising the land registration blocks set out in the Schedule hereto. A plan of the said areas, numbered F.369, may be inspected by any person interested during the usual office hours in the office of the Conservator of Forests in Jerusalem and in the office of the Assistant District Commissioner, Tulkarm.

Declaration
of
said areas
as "special
areas".
No.12 of 1941.

3. The areas comprising the land registration blocks set out in the Schedule hereto and edged and hatched yellow on the plan mentioned in Rule 2, hereafter in these Rules referred to as "the special areas", are hereby declared to be special areas for the purposes of section 2 of the Flooding and Soil Erosion (Prevention) Ordinance, 1941.



Prohibition
of pasturing
& passage.

4. The pasturing in, or passage through, the special areas of sheep and goats, and the pasturing therein of other domestic animals are hereby prohibited.

Prohibition
of cultivation

5. The cultivation of land in the special areas is hereby prohibited except with the written approval of the District Commissioner, Samaria District, who may limit such approval to specified parts of the lands in the special areas and may grant it subject to such conditions, including conditions as to terracing of the land with stone walls and the planting of specified crops, as he may deem necessary for the protection of the land from soil erosion.

Penalty.

6. Any person who does any act prohibited by these Rules shall be guilty of an offence and shall be liable on conviction to imprisonment for a term not exceeding six months or to a fine not exceeding fifty pounds or to both such penalties.

SCHEDULE.

1. Land Registration Blocks Numbers 7628 and 7629.
2. Land Registration Block Number 7638.

(A/31/13/41)

Sgd. G.G. Grimwood
Clerk to the Executive Council.

Copy also placed in 12/124/3



22nd February, 1945.

24/30/5

Subject:- State Domain at Hable,
Tulkarm Sub-District.

Reference:- Letter 1187 dated 16th
February 1945, from
District Commissioner,
Samaria to you.

Director of Land
Settlement.

I agree with the recommendations
of District Commissioner, Samaria, in paras
1-3 of his letter.

2. No doubt there will be difficulty
in following his suggestion in para 4, which
involves the splitting of parcels. This
difficulty has already been experienced in
Shefa 'Amr, where some of the parcels are
too big for convenience of management.

(Sgd) G. N. SALL

Conservator of Forests.

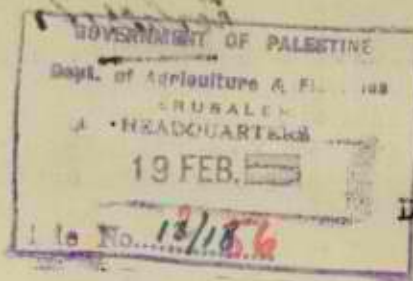
Copy to District Commissioner, Samaria,
Director of Agriculture & Fisheries.

S.A.O. [Signature]
[Signature] 27/3
1387.

Sub-District

Forest Range

[illegible]



DISTRICT COMMISSIONER'S OFFICE
SAMARIA DISTRICT, NABLUS

16th February, 1945

1187

Director of Land Settlement,
Jerusalem

23

Subject:- State Domain at Hable, Tulkarm sub-district
Reference: Your GP/5/4.INS of 18-1-45.

The parcels of land vary considerably in character and I consider it would be fair to determine rents and purchase price on the basis of assessed agricultural values rather than at a flat rate throughout.

2. I suggest that, as at Shefa Amr, the total amount to be paid, whether by rent or purchase price or both together, should be half the assessed agricultural value. In making this suggestion I have in mind the facts that

- (a) the cultivators claimed these lands at land settlement and, although they failed to establish their claims, genuinely feel that they still have some claim to them and
- (b) we are anxious to encourage these cultivators to enter into these agreements and to develop the land.

3. I feel that the rental for the first two years should be high and that payment of the initial rent should be insisted upon at the time of signing of the agreement. This will tend to discourage those who do not genuinely mean to develop the land.

I suggest the following rates:-

Rental during first two years $\frac{1}{10}$ of the a.s.v. per annum

Rental during next three years $\frac{1}{20}$ of the a.s.v. "

Sale price at the end of five years $\frac{3}{20}$ of the a.s.v.

If the a.s.v. were £2.4. - per dunum the payments would then be at the following rates:-

Rental during first two years 400 mls per annum

" " next three years 200 mls "

Sale price at the end of five years 600 mls

4. I think it would be advisable to insert into clauses 3 and 5 of the draft agreement some provision under which it would be possible to extend the period of the lease (clause 3) or to permit outright purchase (clause 5) in respect only of a part of the land covered by the agreement or extended agreement. My point is that after two years it might be found that the lessee has developed only a part of the land and was really incapable of developing or unlikely to develop the whole of the remainder within the remaining period of three years; in such case the lease would be extended under clause 3 only in respect of that part which it was estimated, in the light of past work done, would probably be developed in the next three years; the rest of the land would be made available for development by other persons. The same would apply when the question of outright purchase was considered; only the parts developed would be offered.

S.A.O. 1/5.A.A. D.C. Macfarlane
DISTRICT COMMISSIONER
SAMARIA DISTRICT

P.T.O.

Forheris
Copy to: Director of Agriculture & Forests, Jerusalem
Conservator of Forests, Jerusalem
Asst. Dist. Commissioner, Tulkarm.

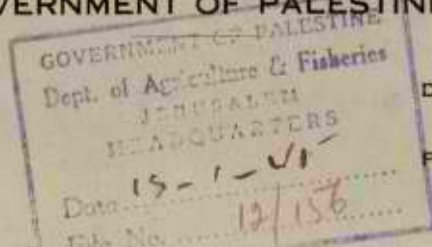
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GOVERNMENT OF PALESTINE.

23

IN REPLY PLEASE QUOTE

No. GP/5/4.INS.



DEPT. OF LAND SETTLEMENT.
JERUSALEM.

P. O. B. 189 - TEL. 4497.

18th January, 1945.

District Commissioner,
Samaris District.

Subject:- State Domain at Habla, Tulkarm Sub-District.

Reference: Your 1187 dated 31st Dec. 1944.

The Chairman of the State Domain Committee requests that a recommendation in regard to the rent and transfer price should be made in connection of the proposals for the disposal of the Habla village State Domain, referred to in the report forwarded under your above quoted letter. In a similar case of the Shefa 'Amr State Domain no rent was demanded but an agreement of sale was entered into under which the land will be transferred if developed within three years at one half of the agricultural value payable in three instalments. The full agricultural value was assessed at LP.2.500 mils per dunum.

The recommendation of the District Commissioner Galilee District in connection with the 'Arab Subeih State Domain is that a rent of 50 mils per dunum should be paid returnable at the end of the first period of the lease if the work done is found to be satisfactory. The term of the lease has not yet been decided.

The arrangement in regard to the Shefa 'Amr lands has not proved entirely satisfactory and it has been suggested that in future such areas should be leased at a comparatively high rent and transferred at a low price or even free, except for registration fees, if and when satisfactorily developed. It is considered that an arrangement on these lines would encourage the development of the land which, after all, is the object in view.

let me

I shall be obliged if you will/have your suggestions in regard to the Habla lands or, if you think it desirable, we can arrange a meeting to discuss them.

Samir Barakat
DIRECTOR OF LAND SETTLEMENT.

Copy to Director, Department

of Agriculture & Fisheries. his AG/12/156 of 5.12.44.

" /" Conservator of Forests. Ref. his F/24/30/5 dated 18th Dec. 1944.

20

GOVERNMENT OF PALESTINE.

(22)

IN REPLY PLEASE QUOTE

No. GP/5/4.INS



Director of Agriculture
and Fisheries.

Subject:- State Domain at Habla, Tulkarm Sub-District.

Reference: Your AG/12/156 dated 5th Dec. 1944.

I forward herewith four copies of the Report on the State Domain at Habla and I shall be obliged if you will sign three and return them to me for submission to the State Domain Committee. The fourth copy is for your retention.

2. For convenience, I have had a 1/10,000 scale plan prepared to illustrate the recommendations and have amended para 2 of the report accordingly.

3. You will observe that I have amended para 8 in accordance with the suggestion in para 3 of the Conservator of Forest's letter No.F/24/30/5 dated 18th December, 1944.

4. I have also added an additional paragraph to cover the point raised by you in your above quoted letter, on the lines of para 4 of the Conservator of Forests' letter.

5. Memo. signed in triplicate
3 copies returned to D.G.L.S.
on 3.1.45

A/S.A.O.

gm
4.1.45

[Signature]
3/1/45
DIRECTOR OF LAND SETTLEMENT.

P.

101

GOVERNMENT OF PALESTINE

DEPARTMENT OF LAND SETTLEMENTS

TEL AVIV

12/1/51

(20)

the Report

MEMORANDUM FOR THE STATE DOMAIN COMMITTEE

HABLA VILLAGE, TULKARM DISTRICT

The State Domain Committee at a meeting held on 26th June, 1944, decided (Item 11) that "if the District Commissioner and the Conservator of Forests, in consultation with the Directors of Agriculture and Land Settlement, could produce a satisfactory scheme which would ensure development, on approved lines, of the land in question by the villagers, it was proposed to recommend to Government that the order of 1942 should be rescinded."

2. The land in question comprises three registration blocks, No. 7638 to the south of the village (271 dunums) and Nos. 7628 and 7629 to the north-east (1334 dunums), as is shown on the attached 1/10,000 scale general plan of Habla.

3. The Directors of Agriculture and Land Settlement, the Conservator of Forests and the District Commissioner met in Jerusalem on 14th November, 1944, and agreed to recommend as follows :-

- (1) That the following parcels lying on the eastern side of Blocks 7628 and 7629 should be retained as State Domain and handed over to the Conservator of Forests for declaration as a Forest Reserve and management as apart of the contiguous forest reserve of Azgun (P.R.44).

Block 7628, Parcels 5 to 13 inclusive having a total area of 323 dunums 919 sq. metres

Block 7629, Parcels 13 and 17 to 21 inclusive having a total area of 189 dunums 695 sq.m.

This disposes of a total area of 513 dunums 614 sq. metres. It was recognised that the villagers of Habla have need of land for development but it was thought that the balance of 821 dunums 505 sq. metres in Blocks 7628 and 7629 together with the whole of Block 7638 would be fully sufficient for present needs and that a larger area could not be properly developed by the villagers for many years.

- (2) That the whole of the rest of the land in question, as detailed below, should be made available to the villagers on terms which would ensure its proper development and the conservation of the soil.

Block 7628	509	dunums	654	sq. metres
Block 7629	314	dunums	891	sq. metres
Block 7638	271	dunums	382	sq. metres

Total 1091 dunums 887 sq. metres

- (3) That the manner of disposal should be by agreement between Government and individual villagers and that this agreement should be in the form attached to this memorandum and marked A. Under such form of agreement the villagers will be able to obtain full possession of the land after five years, provided certain development conditions had been carried out.
- (4) That such agreements should be in respect only of complete registration parcels.
- (5) That, if these proposals are approved, the District Commissioner, after investigation as to the present cultivators of each parcel to be made subject to such agreements, will make recommendations in respect of each parcel as to the name of the villager to whom an agreement should be offered.

If the villager to whom the agreement is offered refuses the offer then the claims of other villagers will be investigated with a view to further offers being made.

- (6) That only bona fide residents of Habla and Khirbat Qureish be considered eligible.
- (7) That a representative of the Director of Agriculture will, upon any agreement being made, inspect the parcel concerned in company with the District Officer, Tulkarm and the lessee and indicate on the ground the development which will be required to satisfy clause 2 of the agreement. The representative of the Agriculture will give advice from time to time to the lessees and submit reports to the Asst District Commissioner, Tulkarm as to progress made. At the termination of two years he will advise as to whether the conditions may be deemed to have been satisfactorily carried out.
- (8) That, in order to prevent, from the outset, any cultivation on these lands except after the construction of such terraces as are necessary to prevent soil erosion and so as to give protection from uncontrolled grazing to cultivators who enter into the agreement, Blocks 7638, 7628 and 7629 should be declared a Special Area under the Flooding and Soil Erosion (Prevention) Ordinance, 1941, as already recommended to Chief Secretary by letter P/51/38 of 1.11.44 from the Chairman of the Soil Conservation Board. In the absence of such special legal control, the present cultivators are not likely readily to enter into any lease agreement and will hope to continue their present uncontrolled cultivation of these State Domains. The declaration of this Special Area is a first step and we recommend that it should precede any negotiation of lease agreements.
- (9) As occasion arises in future, consideration should be given to issuing such of the land allocated to the Conservator of Forests as has been reconditioned to the local population for terraced agriculture.

DIRECTOR OF LAND SETTLEMENT _____

DIRECTOR OF AGRICULTURE
AND FORESTS _____

CONSERVATOR OF FORESTS _____

DISTRICT COMMISSIONER _____

THIS AGREEMENT made the day of one thousand nine hundred forty between His Excellency the High Commissioner for Palestine, for and on behalf of the Government of Palestine (hereinafter called the High Commissioner), of the one part, which expression shall include his successors and assigns, and (hereinafter called the Lessee) of the other part witnesseth:-

1. The High Commissioner hereby agrees to lease to the Lessee for a period of two years from the date of this agreement, at a rental of LP. mile per annum, upon the terms and conditions hereinafter contained, all the plot of land situate at village Sub-District and containing dunums and square metres and number Parcel of Block and registered in the Land Registers of under Deed No. dated
2. The Lessee hereby agrees that he will within two years from the signing of this Agreement build or cause to be built terraces and walls on and around the said plot of land at his own expense in such manner and to such extent as the District Commissioner, Samaria, or his representative may direct.
3. If upon the termination of the period of two years from the date of this Agreement the Lessee shall have built terraces and walls on and around his land to the satisfaction of the District Commissioner, Samaria, the Lessee shall have the option of renewal of the lease for a further period of three years at the same annual rental and under the terms and conditions hereinafter contained. This option shall be exercised by the Lessee by letter addressed to the District Commissioner, Samaria, within a period of one month of the termination of the initial period of the lease.
4. If the Lessee shall qualify to exercise the option to renew the lease and shall exercise such option in accordance with the preceding Clause, he shall, during the period of renewal of the lease, maintain in good condition the terraces and walls previously constructed by him and shall undertake such further development of the land, by means of terracing, fencing and the planting of fruit trees, olive trees and vines, as may be required by the District Commissioner, Samaria.
5. If upon the termination of a lease renewed in accordance with Clause 3 above the land shall have been developed as required by Clause 4 to the full satisfaction of the District Commissioner, Samaria, the Lessee shall have the option to purchase the land outright from the High Commissioner for a sum of LP. mile. If this option to purchase is exercised by the Lessee by letter addressed to the District Commissioner, Samaria, within three months following the date of termination of the period of the lease, i.e. five years from the date of this agreement, and if the purchase price is paid within the said three months, the High Commissioner hereby agrees to cause the plot of land described in Clause 1 of this Agreement to be transferred to the name of the Lessee in the Land Registers and to cause a title deed in respect thereof to be issued to the Lessee.
6. If within the period of lease determined in accordance with this Agreement the Lessee should die the heirs shall, within three months from the date of the death, submit to the Director of Land Settlement a certificate of Succession and upon application by all the heirs named in the certificate made within the period of three months from the date of the death of the High Commissioner shall give the heirs or any of them an option to carry out the terms of the Agreement. Any of the heirs to whom such option is given may within thirty days by a written declaration waive his option in favour of another or other co-heirs.

7. All taxes registration fees and other fees and dues payable in respect of this agreement or in connection with any matter dealt with herein shall be paid by the lessee or the heirs aforesaid as the case may be as from the date of this Agreement.

8. The lease may not be assigned by the lessee to any other person without the written consent of the lessor.

RC.

FLOODING AND SOIL EROSION (PREVENTION) ORDINANCE 1941

Rules made by the High Commissioner under section 2.

IN EXERCISE of the powers vested in him by section 2 of the Flooding and Soil Erosion (Prevention) Ordinance, 1941, the High Commissioner in Council has made the following rules:-

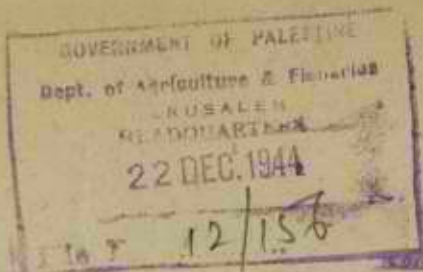
1. These rules may be cited as the Haba Village Conservation Rules, 1944.
2. These rules shall apply to the lands within Haba Village, Tulkarm Sub-District, which are described in the Schedule hereto. A plan numbered P.369 indicating the said lands, shaded in yellow, may be examined during the usual office hours at the office of the Conservator of Forests in Jerusalem, or at the office of the Assistant District Commissioner, Tulkarm.
3. The area described in the schedule hereto and indicated upon a plan as aforesaid, hereinafter referred to as "the special area", is hereby declared to be a special area for the purpose of section 2 of the Flooding and Soil Erosion (Prevention) Ordinance, 1941.
4. The pasturing in or passage through the said area of sheep and goats, and the pasturing of other domestic animals therein, are hereby prohibited.
5. The cultivation of the said lands is prohibited except with the written approval of the District Commissioner, Samaria District, who may limit such approval to specified parts of the lands and may grant it subject to such conditions, including the terracing of the land with stone walls and the planting of particular crops, as he may deem necessary for the proper protection of the lands from soil erosion.
6. Any person who does any act prohibited by these rules shall be guilty of an offence and shall be liable on conviction to imprisonment for a term not exceeding six months or to a fine not exceeding fifty pounds or to both such penalties.

SCHEDULE

Description of Special Area

Registration Blocks Nos. 7628, 7629 and 7630 within Haba Village lands, Tulkarm Sub-District.

24/30/5



21

18th December, 1944.

DIRECTOR OF LAND SETTLEMENT.

Habla State Domain, Tulkarm
Sub-District.

Reference: Your GP/5/INS. of 4.12.44

I feel that District Commissioner Samaria has done a most valuable piece of work in thus setting out the matter, and I find myself in complete agreement with what he has written.

2. I note that copies of maps of Registration Blocks 7638, 7628 and 7629 have been sent, both to you and the Director of Agriculture & Fisheries, by my Haifa office on 1st September, 1944. Please confirm if this is the case.

3. I suggest that para 8 of the memorandum to be submitted to the State Domain Committee should read as follows:-

"(8) That, in order to prevent, from the outset, any cultivation on these lands except after the construction of such terraces as are necessary to prevent soil erosion and so as to give protection from uncontrolled grazing to cultivators who enter into the agreement, Blocks 7638, 7628 and 7629 should be declared a Special Area under the Flooding and Soil Erosion (Prevention) Ordinance 1941, as already recommended to Chief Secretary by letter F/51/38 of 1.11.44 from the Chairman of the Soil Conservation Board. In the absence of such special legal control, the present cultivators are not likely readily to enter into any lease agreement and will hope to continue their present uncontrolled cultivation of these State Domains. The declaration of this Special Area is a first step and we recommend that it should precede any negotiation of lease agreements."

4. With reference to the Director of Agriculture & Fisheries' letter AG/12/156 of 5th December, 1944, there is no reason why the land allocated to me should not be reconditioned and subsequently issued to the local population for terraced agriculture. This should be done as part of a definite plan as otherwise it would be inadvisable to alienate at a later date any irregular patches from the proposed Forest Reserve. The permanent boundary of the Forest Reserve must remain as straight as possible.

(Sgd) G. L. SALUN

20
CONSERVATOR OF FORESTS.

✓ Copy to:- Director of Agriculture & Fisheries, *and*
ref. AG/12/156 of 5.12.44,

Copy to District Commissioner, Samaria, ref. 1187 of 29.11.44.

S. J. M. 22/12

A/SAC JM

Forest

AG/12/156

DEPARTMENT OF AGRICULTURE
AND FISHERIES

BY HAND

JERUSALEM
December, 1944

Director of Land Settlement.

Sub: State Domain at Hable, Tulkarm
Sub-District.

I refer to the District Commissioner
Samaris's letter No. 1137 dated the 29th November,
a copy of which was sent to you. I have no special
comments to offer on the draft memorandum which we
are being asked to sign but on re-examining the
plans referred to therein it appears to me that we
are excluding from the area available for cultivation
rather a large proportion of land which could
be cultivated with fruit trees and vines. I refer
to parcels 11 and 12 of Block 7628 and parcels 17
and 18, and parts of 19 and 20 of block 7629. In
view of the shortage of cultivable land in this
village it seems a pity these parcels cannot be
made available for agricultural development but at
the same time I appreciate the necessity for a
"straight line". Once the soil on these parcels of
patchy cultivation is fixed, perhaps the Conserva-
tor of Forests would agree to their being excluded
from the Forest Reserve and handed over for planting
with vines and fruit trees by the villagers.

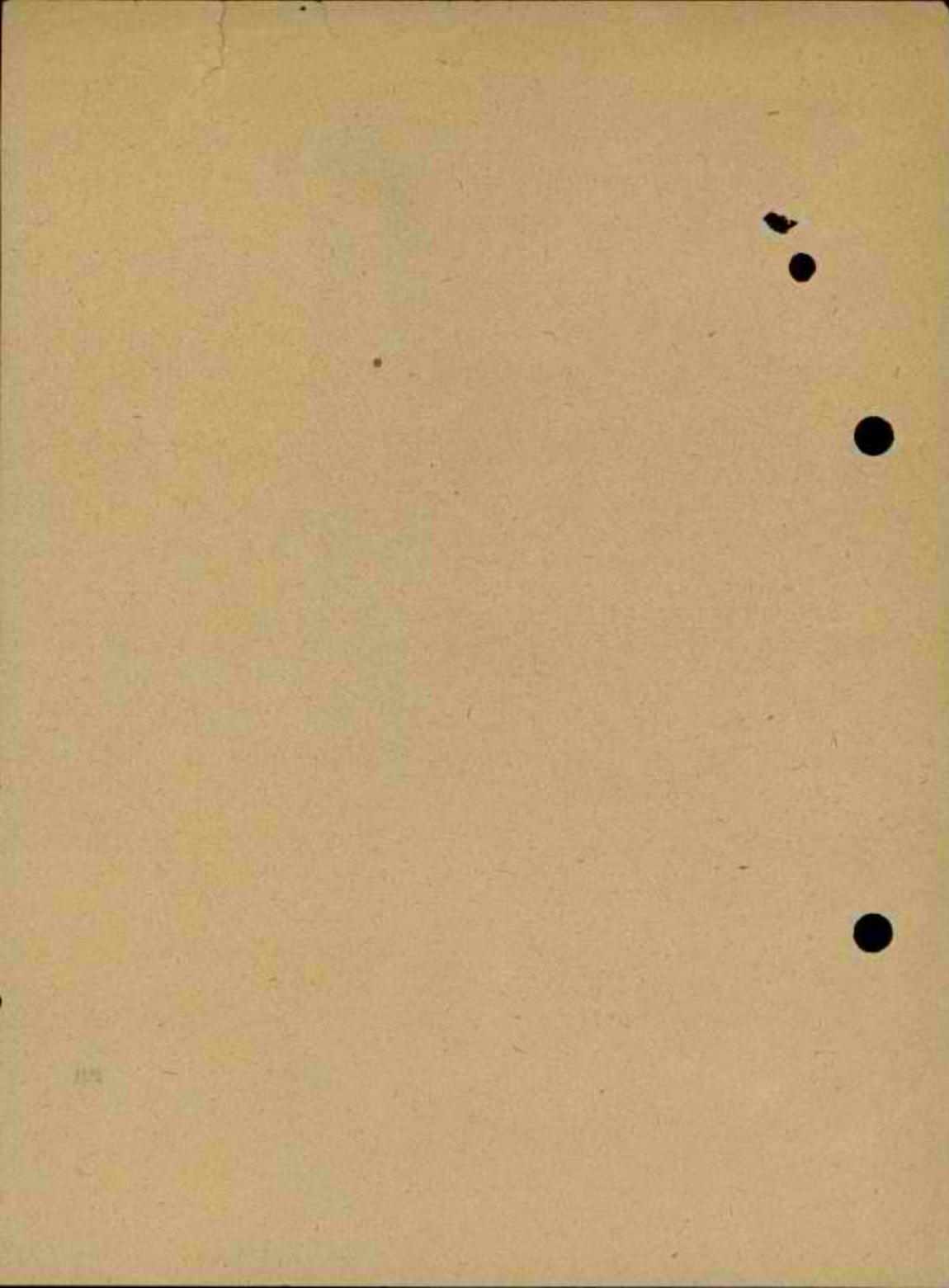
(Signed) F. R. MASON.

Director of Agriculture and
Fisheries

D/FB.

Copy to: D.C. Samaris.
" " C. of F., Jerusalem.

a/s. Av. M
TO See
A



GOVERNMENT OF PA
Dept. of Agriculture
JERUSALEM
HEADQUARTERS
30 NOV. 1944

GOVERNMENT OF PALESTINE

No. 1187

DISTRICT COMMISSIONER'S OFFICES
SAMARIA DISTRICT, NABLUS

29^a November, 1944

Conservator of Forests, Jerusalem
Director of Agriculture, Jerusalem

State Domain Domain at Hable, Tulkarm Sub-District

Enclosed is a draft of the memorandum which, at our meeting in the Director of Land Settlement's Office on 14th November, I agreed to prepare. Will you please let the Director of Land Settlement have your comments thereon. As agreed he will then have the draft and enclosures (including plans) put into final form for submission to the State Domain Committee and circulate copies for our signatures.

a/s.A.O.

Pl. Sec. Minute
18

D.C. MacGillivray

DISTRICT COMMISSIONER
SAMARIA DISTRICT

Copy to:- Director of Land Settlement, Jerusalem
Assistant District Commissioner, Tulkarm

D. H. Hill - Sec 20

1

4310

March 21

1892

HABLA VILLAGE, TULKARM SUB-DISTRICT

The State Domain Committee at a meeting held on 26th June, 1944, decided (Item II) that "if the District Commissioner and the Conservator of Forests, in consultation with the Directors of Agriculture and Land Settlement, could produce a satisfactory scheme which would ensure development, on approved lines, of the land in question by the villagers, it was proposed to recommend to Government that the order of 1942, should be rescinded."

2. The land in question comprises three registration blocks, No. 7638 to the south of the village (271 dunoms) and Nos. 7628 and 7629 to the north-east (1334 dunoms). Attached to this memorandum are three plans:-

- (a) a location plan to the scale 1:50,000 indicating the position of the three blocks in relation to forest reserves in the vicinity.
- (b) Registration Blocks 7628 and 7629 to the scale 1:2500 showing parcels and the extent of cultivation last April.
- (c) Registration Block 7638 to the scale 1:2500 showing parcels and the extent of cultivation last April.
- (d) General plan of Habla village to the scale 1:10,000 showing registration blocks and, in the areas concerned, contours.

3. The Directors of Agriculture and Land Settlement, the Conservator of Forests and the District Commissioner met in Jerusalem on 14th November, 1944, and agreed to recommend as follows:-

- (1) That the following parcels lying on the eastern side of Blocks 7628 and 7629 should be retained as State Domain and handed over to the Conservator of Forests for declaration as a Forest Reserve and management as a part of the contiguous forest reserve of Azzun (P.R.44).

Block 7628, Parcels 5 to 13 inclusive having a total area of ~~513~~ 323 dunoms ~~614~~ 919 sq. metres.

Block 7629, Parcels 13 and 17 to 21 inclusive having a total area of 189 dunoms 695 sq. metres.

This disposes of a total area of 513 dunoms 614 sq. metres. It was recognised that the villagers of Habla have need of land for development but it was thought that the balance of 821 dunoms 505 sq. metres in Blocks 7628 and 7629 together with the whole of Block 7638 would be fully sufficient for present needs and that a larger area could not be properly developed by the villagers for many years.

- (2) That the whole of the rest of the land in question, as detailed below, should be made available to the villagers on terms which would ensure its proper development and the conservation of the soil.

Block	7628	505	dunoms	654	sq. metres
Block	7629	314	dunoms	851	sq. metres
Block	7638	271	dunoms	382	sq. metres
Total		1091	dunoms	887	sq. metres

- (3) That the manner of disposal should be by agreement between Government and individual villagers and that this agreement should be in the form attached to this memorandum and marked A. Under such form of agreement the villagers will be able to obtain full possession of the land after five years, provided certain development conditions had been carried out.
- (4) That such agreements should be in respect only of complete registration parcels.
- (5) That, if these proposals are approved, the District Commissioner, after investigation as to the present cultivators of each parcel to be made subject to such agreements, will make recommendations in respect of each parcel as to the name of ~~the~~ villagers to whom an agreement should be offered. If the villagers to whom the agreement is offered refuses the offer then the claims of other villagers will be investigated with a view to further offers being made.
- (6) That only bona fide residents of Hable and Khirbet Qureish be considered eligible.
- (7) That a representative of the Director of Agriculture will, upon any agreement being made, inspect the parcel concerned in company with the District Officer, Tulkarm, and the lessee and indicate on the ground the development which will be required to satisfy clause 2 of the agreement. The representative of the Agriculture will give advice from time to time to the lessees and submit reports to the Asst. District Commissioner, Tulkarm, as to progress made. At the termination of two years he will advise as to whether the conditions may be deemed to have been satisfactorily carried out.
- (8) That, in order to prevent, from the ^{outside} ~~outside~~, any cultivation on these lands except after the construction of such terraces as are necessary to prevent soil erosion and so as to give protection from uncontrolled grazing to cultivators who enter into the agreement, Rules under the Flooding and Soil Erosion (Prevention) Ordinance, 1941, be made on the lines of the draft which is attached and marked B.)

(In the absence of such Rules the present cultivators are not likely readily to enter into any lease agreement and will hope to continue their present uncontrolled cultivation of these State Domains. The promulgation of these Rules is a first step and we recommend that this should precede any negotiation of lease agreements.)

DIRECTOR OF LAND SETTLEMENT _____

DIRECTOR OF AGRICULTURE
AND FORESTS _____

CONSERVATOR OF FORESTS _____

DISTRICT COMMISSIONER _____

THIS AGREEMENT made the day of one thousand nine hundred forty between His Excellency ~~Sir Harold Alfred MacMichael, G.C.M.G., D.S.O.~~, High Commissioner for Palestine, for and on behalf of the Government of Palestine (hereinafter called the High Commissioner), of the one part, which expression shall include his successors and assigns, and of (hereinafter called the Lessee) of the other part witnesseth:-

1. The High Commissioner hereby agrees to lease to the Lessee for a period of two years from the date of this agreement, at a rental of ~~LR.~~ £ per annum, upon the terms and conditions hereinafter contained, all the plot of land situate at village Sub-District and containing dunums and square metres and numbered Parcel of Block and registered in the Land Registers of under Deed No. dated

2. The Lessee hereby agrees that he will within two years from the signing of this Agreement build or cause to be built terraces and walls on and around the said plot of land at his own expense in such manner and to such extent as the District Commissioner, Samaria, or his representative may direct.

3. If upon the termination of the period of two years from the date of this Agreement the Lessee shall have built terraces and walls on and around his land to the satisfaction of the District Commissioner, Samaria, the Lessee shall have the option of renewal of the lease for a further period of three years at the same annual rental and under the terms and conditions hereinafter contained. This option shall be exercised by the Lessee by letter addressed to the District Commissioner, Samaria, within a period of one month of the termination of the initial period of the lease.

4. If the Lessee shall qualify to exercise the option to renew the lease and shall exercise such option in accordance with the preceding Clause, he shall, during the period of renewal of the lease, maintain in good condition the terraces and walls previously constructed by him and shall undertake such further development of the land, by means of terracing, fencing and the planting of fruit trees, olive trees and vines, as may be required by the District Commissioner, Samaria.

5. If upon the termination of a lease renewed in accordance with Clause 3 above the land shall have been developed as required by Clause 4 to the full satisfaction of the District Commissioner, Samaria, the Lessee shall have the option to purchase the land outright from the High Commissioner for a sum of ~~LR.~~ £. If this option to purchase is exercised by the Lessee by letter addressed to the District Commissioner Samaria, within three months ~~following~~ following the date of termination of the period of the lease, i.e. five years from the date of this agreement, and if the purchase price is paid within the said three months, the High Commissioner hereby agrees to cause the plot of land described in Clause 1 of this Agreement to be transferred to the name of the Lessee in the Land Registers and to cause a title deed in respect thereof to be issued to the Lessee.

6. If within the period of lease determined in accordance with this Agreement the Lessee should die the heirs shall, within three months from the date of the death, submit to the Director of Land Settlement a certificate of Succession and upon application by all the heirs named in the certificate made within the period of three months from the date of the death the High Commissioner shall give the heirs or any of them an option to carry out the terms of the Agreement. Any of the heirs to whom such option is given may within thirty days by a written declaration waive his option in favour of another or other co-heirs.

7. All taxes registration fees and other fees and dues payable in respect of this agreement or in connection with any matter dealt with herein shall be paid by the lessee or the heirs aforesaid as the case may be as from the date of this Agreement.

8. The lease may not be assigned by the lessee to any other person without the written consent of the lessor.

FLOODING AND SOIL EROSION(PREVENTION) ORDINANCE 1941

Rules made by the High Commissioner under Section 2

IN EXERCISE of the powers vested in him by section 2 of the Flooding and Soil Erosion(Prevention) Ordinance, 1941, the High Commissioner in Council has made the following rules:-

1. These rules may be cited as the Habla Village Conservation Rules, 1944.
2. These rules shall apply to the lands within Habla Village, Tulkarm Sub-District, which are described in the Schedule hereto. A plan numbered F.369 indicating the said lands, shaded in yellow, may be examined during the usual office hours at the office of the Conservator of Forests in Jerusalem, or at the office of the Assistant District Commissioner, Tulkarm.
3. The area described in the schedule hereto and indicated upon a plan as aforesaid, hereinafter referred to as "the special area", is hereby declared to be a special area for the purpose of section 2 of the Flooding and Soil Erosion (Prevention) Ordinance, 1941.
4. The pasturing in or passage through the said area of sheep and goats, and the pasturing of other domestic animals therein, are hereby prohibited.
5. The cultivation of the said lands is prohibited except with the written approval of the District Commissioner, Samaria District, who may limit such approval to specified parts of the lands and may grant it subject to such conditions, including the terracing of the land with stone walls and the planting of particular crops, as he may deem necessary for the proper protection of the lands from soil erosion.
6. Any person who does any act prohibited by these rules shall be guilty of an offence and shall be liable on conviction to imprisonment for a term not exceeding six months or to a fine not exceeding fifty pounds or to both such penalties.

SCHEDULE

Description of Special Area

Registration Blocks Nos. 7628, 7629 and 7638 within Habla Village lands, Tulkarm Sub-District.

24th November, 1944.

DIRECTOR OF LAND SETTLEMENT.

I refer to your letter No. C.P./5/4.INS dated the 16th of October, 1944 on the subject of a scheme for development of State Domain, Habla village, Tulkarm Sub-district, and to conversation at a recent meeting with you, the Conservator of Forests and the District Commissioner, Samaria.

2. Block Nos. 7628, 7629 and 7638 have been inspected by the Acting Senior Agricultural Officer and the Acting Agricultural Officer, Tel Aviv, and I attach a copy of the latter's report on blocks 7628-9 for your information.

3. Block 7638 was inspected at a later date and the inspecting officer reports that, as in the case of blocks 7628-9, the suitability of the various parcels for cultivation (as shown on the plan supplied) is exaggerated by 15-20%. This block is, on the whole, more suited to cereal cultivation than the other two blocks - in fact certain patches have already been sown to winter crops. I am informed that parcel 18 of block 7638 is 100% cultivable and has been excluded by the Settlement Officer from the State Domain and presume this is in order.

4. This department will be prepared to advise on the lay-out and planting of areas within these three blocks; the Agricultural Assistant, Tulkarm, and the Horticultural Instructor for that area will jointly supervise the development of the areas leased to villagers. Certain parts of the blocks concerned are not fit for cultivation and should be used as a village forest or pasture; I presume the Conservator of Forests will take charge of these areas. I am informed that, apart from a few parcels suitable for field crops, the soil is very shallow and only suitable for trees and vines.

5. I understand that the farmers of Habla village are generally of the poorer type and may require financial assistance in the form of long-term loans ranging from 5 - 10 years in order to meet the cost of terracing and planting.

Signed: A. H. WASSON

D/AB

DIRECTOR OF AGRICULTURE
AND FISHERIES

Copy to: District Commissioner, Samaria,
Ref. his 1187 of 22.7.44.

" " Conservator of Forests,
Ref. his F/24/30/5 of 1.8.44.

" " Agricultural Officer, Tel Aviv,
Ref. his AG/51/2/1.

Acting S.A.O. to see.

maps are kept in pocket in this file

12/24/44

DNB

... ..

... ..

...

(copy)

AG/51/2/1

Department of Agriculture
and Fisheries,
Tel Aviv.

7th November, 1944.

A/Senior Agricultural Officer,
Jerusalem.

Subject: State Domain - Habla Village.

Reference: Our Joint Reconnaissance of the
Site on 3.11.44.

The detailed inspection of the various plots of Block 7629 and 7628 of Habla have revealed that the classification of suitability to cultivation as shown on the maps attached to your file No.12/156 does not represent actual conditions. Rocky patches generally occupy a much larger percentage of the area than shown on the maps and areas shown as 60% or 80% cultivable lands are often broken into tiny parts of good soil separated by stretches of bare rock or expanses of pebbles. Generally speaking, I consider that of the total area of about 3,000 dunums of the State Domain at Habla, only 1,000 can be cultivated while 2,000 could at best be used for scanty grazing and patchy afforestation.

2. Of the cultivable lands at Habla, I believe, that the pieces of flat and deep soils, which aggregate at best into an area of 2-300 dunums, could be used for field crops. The rest of the cultivable lands may be used, after clearing, terracing and contouring, for fruit growing. The only suitable fruit crops for this area are, in my opinion, by order of importance the olive, the grapevine, figs, the carob (for rocky patches), and some stone fruit trees. I do not consider that the conditions are suitable for any unirrigated pome fruit trees.

3. The fellaheen of Habla are mostly keen on increasing the areas under field crops. This is due to the acute shortage of arable land in the village. It is to be feared that, if they are allowed to make free use of the land of the State Domain, they will try to plough every bit of it for field crops with the resulting severe damage by erosion. On the other hand they seem not to be in a financial position to make long term investments in terracing and planting slow growing fruit trees, and financial aid would probably be necessary if the area in question is to be developed in accordance with soil erosion schemes based on fruit growing.

4. Your file and maps are herewith returned.

Sgd. S. Rapoport
Actg. AGRICULTURAL OFFICER, TEL AVIV.

A/Senior Agricultural Officer,
 Jerusalem.

Subject:- State Domain - Habla Village.

Ref:- Our Joint Reconnaissance of the Site on 3.11.44.

The detailed inspection of the various plots of Block 7629 and 7628 of Habla have revealed that the classification of suitability to cultivation as shown on the maps attached to your file No.12/156 do not represent actual conditions. Rocky patches generally occupy a much larger percentage of the area than shown on the maps and areas shown as 60% or 80% cultivable land usually contain much less such land. Furthermore, the cultivable lands are often broken into tiny parts of good soil separated by stretches of bare rock or expanses of pebbles. Generally speaking, I consider that of the total area of about 3,000 dunams of the State Domain at Habla, only 1,000 can be cultivated. The 2,000 could at best be used for scanty grazing and patchy afforestation.

2. Of the cultivable lands at Habla, I believe, that the pieces of flat and deep soils, which aggregate at best into an area of 2-300 dunams, could be used for field crops. The rest of the cultivable lands may be used, after clearing, terracing and contouring, for fruit growing. The only suitable fruit crops for this area are, in my opinion, by order of importance the olive, the grapevine, figs, the carob (for rocky patches), and some stone fruit trees. I do not consider that the conditions are suitable for any unirrigated pome fruit trees.

3. The fellaheen of Habla are mostly keen on increasing the areas under field crops. This is due to the acute shortage of arable land in the village. It is to be feared that, if they are allowed to make free use of the land of the State Domain, they will try to plough every bit of it for field crops with the resulting severe damage by erosion. On the other hand they seem not to be in a financial position to make long term investments in terracing and planting slow growing fruit trees, and financial aid would probably be necessary if the area in question is to be developed in accordance with soil erosion schemes based on fruit growing.

4. Your file and maps are herewith returned.

Map
 ACT. AGRICULTURAL OFFICER,
 TEL-AVIV.

a/s. A. G. H.
D. Ser (13)
AMU
2/11

Department of Agriculture
Jerusalem
Tel-Aviv
27th November, 1944

10/11/44

Director General
Jerusalem

Subject: - State Domain - Hahla Village.
Re: - Our joint recommendation of the 11.11.44.

The detailed inspection of the various plots of Block 7520 and 7528 at Hahla have revealed that the official location of suitability to cultivate as shown on the maps attached to your letter of 11.11.44 do not represent actual conditions. Rocky patches generally occupy a much larger percentage of the area than shown on the maps and areas shown as 50% or 60% suitable land are usually covered with such low level. Furthermore, the cultivated lands are often broken into small parts of good soil separated by stretches of bare rock or expanses of hebbles. Generally speaking, I consider that of the total area of about 5,000 dunams of the State Domain at Hahla, only 1,000 can be cultivated. The 2,000 could at best be used for coarse grazing and patchy afforestation.

Of the cultivated lands at Hahla, I believe, that the pieces of 150 and 200 dunams, which aggregate at least an area of 2-300 dunams, could be used for field crops. The rest of the cultivated lands may be used, after clearing, for grazing and for planting, for fruit growing. The only suitable crops for this area are, in my opinion, by order of importance the olive, the fig, the almond, the carob (for rocky patches), and some other fruit trees. I do not consider that the conditions are suitable for any unindicated home grown trees.

The settlement of Hahla are mostly keen on increasing the area under field crops. This is due to the acute shortage of suitable land in the village. It is to be feared that, if they are allowed to make trees on the land of the State Domain, they will try to plant very little of field crops. With the resulting severe damage by erosion. On the other hand they seem not to be in a financial position to make long term investments in terracing and other slow growing fruit trees, and financial aid would probably be necessary in the area in question to be developed in accordance with soil erosion control and on fruit growing.

Your file and reply are herewith returned.

NOT. AG. TECHNICAL OFFICER,
TEL-AVIV.

10/11/44
10/11/44

10/11/44

16th October, 1944.

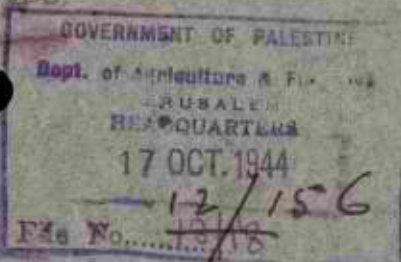
Director of Agriculture
and Fisheries.

7

Subject:- State Domain, Hable village,
Tulkarm Sub-District.Reference: FND/29 of 1st Sept. 1944 from
Asst. Conservator of Forests,
Northern Division.

I shall be obliged if you will
let me know whether you are in a position
to discuss the scheme it is proposed to
submit to Government for the terracing etc.
of land in Hable village, Tulkarm Sub-
District.

See 16



Humam Bunt
DIRECTOR OF LAND SETTLEMENT.

Copy to District Commissioner,
Samaria District.
Ref. his 1187 dated 22nd July, 1944.
" " Conservator of Forests.
Ref. his F/24/30/5 of 1st Aug. 1944.

THE DEPARTMENT OF LAW

AND

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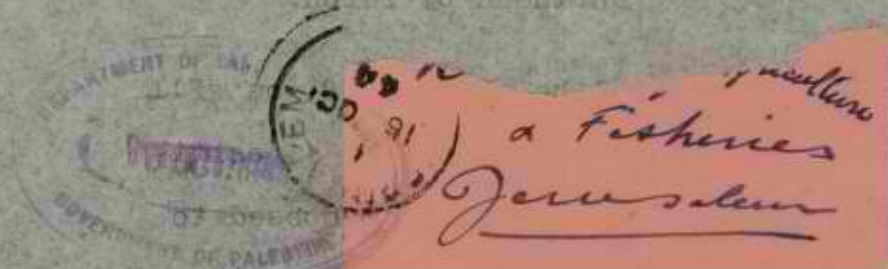
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Pass to Ag S.A.O.

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GP/5/4.INS.

DEPARTMENT OF LAND SETTLEMENT,
JERUSALEM.

8

4th September, 1944.

Director of
Agriculture & Fisheries.

7

13/18
Subject:- State Domain, Hable village,
Tulkarm Sub-District.

Reference: FND/29 of 1st Sept. 1944 from
Asst. Conservator of Forests,
Northern Division.

Now that you have been provided with
the maps forwarded under the above quoted
letter, I presume you have got all that you
require to enable you to go into the question
of laying down a scheme for the terracing
etc. of the land as requested in my letter
GP/5/4.INS dated 20th July, 1944.

1753

I suggest, when you are ready, the
District Commissioner, the Conservator of
Forests, yourself and myself, might meet
with a view to preparing a scheme to submit
to Government.

137

S.A.O.

S.
[Signature]

Hamud Samant
DIRECTOR OF LAND SETTLEMENT.

Copy to District Commissioner,
Samaris District.

Ref. his 1187 dated 22nd July, 1944.

" " Conservator of Forests.

Ref. his F/24/30/5 of 1st Aug. 1944.

P.

[Circular stamp with illegible text]

482A

W/5/4.118.

4th September, 1944.

Director of
Agriculture & Fisheries

Subject:- State Domain, Bable village,
Tilarni Sub-District.

Reference: W/5/3 of 1st September 1944 from
Asst. Conservator of Forests,
Western Division.

Now that you have been provided with
the maps forwarded under the above quoted
letter, I presume you have not all that you
require to enable you to enter the question
of laying down a scheme for the resurveying
etc. of the land as requested in my letter
W/5/4.118 dated 30th July, 1944.

I suggest, when you are ready, the
District Commissioner, the Conservator of
Forests, yourself and myself, might meet
with a view to agreeing a scheme to submit
to Government.

Handwritten signature

DIRECTOR OF LAND REVENUE

Copy to District Commissioner,
Bamania District.
Ref. No. 1187 dated 22nd July, 1944.
Conservator of Forests,
Ref. No. W/5/3 of 1st Sept. 1944.

GOVERNMENT OF PALESTINE
Dept. of Agriculture
JERUSALEM
HEADQUARTERS
3 SEP. 1944
File No. 418

77

FILED/29

DEPARTMENT OF FORESTS
P.O.B. 499,
HAIFA.

1st September, 1944.

Director of Land Settlement.
Director of Agric. & Fisheries. ✓
Jerusalem.

Subject:- State Domains.- Hable village,
Tulkarm Sub-District.

Ref.:- Letter No. 4487 of 22.7.44,
from District Commissioner
Samaria to you.

Following instruction by the Conservator of
Forests I am forwarding to you under separate
cover copies of maps of Registration Blocks
Nos. 7638, 7628 and 7629 showing state of
cultivation of above State Domains as on 5.4.44.

BY/SB

B. Y. Sarai
ASST. CONSERVATOR OF FORESTS
NORTHERN DIVISION.

Copy to: Conservator of Forests,
Ref.:- his P/24/30/5 of 8.8.44.

GOVERNMENT OF PALESTINE.

6

IN REPLY PLEASE QUOTE

DEPT. OF LAND SETTLEMENT.

No. GP/5/4-INS.

JERUSALEM.

P. O. B. 189

TEL. 4497.

31st July, 1944.

Director of Agriculture
and Fisheries.

Subject : State Domain - Habla village
Tulkarm Sub-District.

Reference : District Commissioner's
Samaria, letter No. 1187 of
22nd July, 1944.

I refer to para. 1(3) of the above
quoted letter and forward herewith a
1/10,000 scale plan showing the contours
affecting the State Domain, which is
bounded in yellow thereon, and trust
that this will assist you to prepare a
scheme for terracing and/or developing
the State Domain in Blocks 7628, 7629
and 7638.

Humas
DIRECTOR OF LAND SETTLEMENT.

Copy to: District Commissioner, Samaria.
" " Conservator of Forests, Jerusalem.
Asst. Distr. Commissioner, Tulkarm.

WT.

S. A. - [initials]

4324

(5)

Extract from Memorandum of the Proceedings
of a meeting of the State Domain Committee
held on 26.6.44 on SF/89/41

L/13/5/37. II. Disposal of State Domain in Habla Village
Tulkarm Sub-District. 13/18

In 1942, Government endorsed the recommendation of a State Domain Inspection Committee that certain State Domain in Habla should be developed as a village forest. The District Commissioner now takes the view that the land would be better developed were it leased or sold to the villagers under suitable conditions as to terracing, cultivation, etc., the Flooding and Soil Erosion Ordinance being applied at once to the whole area.

2. The Conservator of Forests raised no objection to the proposal, provided -

- (i) that proper steps were taken to ensure that the land was actually developed on the conditions to be laid down; and
- (ii) that examination showed that the Ordinance could properly be applied to small areas of this kind and for the purposes envisaged.

3. The Committee decided that, if the District Commissioner and the Conservator of Forests, in consultation with the Directors of Agriculture and Land Settlement, could produce a satisfactory scheme which would ensure the development, on approved lines, of the land in question by the villagers, it was prepared to recommend to Government that the order of 1942 should be rescinded.

S.A.O.

has file

MB.

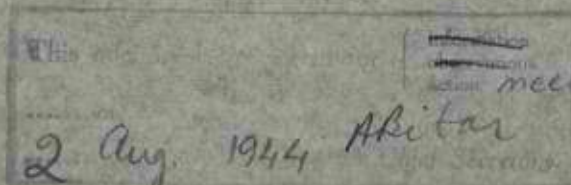
D. C. Samaria D.

Conservator of Forests

D. H. & F. —

D. L. S.

L/13/5/37 II



GOVERNMENT OF PALESTINE

In reply please quote

Ref. 1187.

ASSISTANT DISTRICT COMMISSIONER'S OFFICE
SAMARIA DIVISION NABLUS

22nd. July, 1944.

Conservator of Forests.

Director of Agriculture and Fisheries.

Director of Land Settlement.

State Domain - Habla village.

My 1187 of 5th. July, 1944.

Before we can draw up final agreed proposals for submission to the State Domain Committee it would seem that the following action is now necessary:-

(1) Conservator of Forests to provide Director of Agriculture and Fisheries and Director of Land Settlement with copies of Registration block plans 7638, 7638 and 7639 showing "cultivation revised and surveyed by Forest Ranger Tahboub on 5/4/44". Without these the correspondence must be difficult to follow. Conservator of Forests' F/24/30/5 of 4/5/44 to me refers.

(2) Director of Agriculture and Fisheries and Conservator of Forests to inform Director of Land Settlement whether they agree with the alternative form of lease proposed by me.

(3) Director of Land Settlement to enquire whether it is possible to have contours shown on the three plans referred to in (1) above.

(4) Director of Agriculture and Fisheries to state whether he can arrange for his staff to describe, in respect of each parcel, the conditions which he thinks the lessee could reasonably be expected to fulfil (a) within two years and (b) within five years in accordance with the terms of paragraphs 2 and 4 of the alternative form of agreement.

2. The Soil Conservation Board, of which you are all members, agreed, at the meeting held on 19th. July, that the Flooding and Soil Erosion (Prevention) ordinance could properly be applied to these areas and accepted the draft Rules referred to in paragraph 2(b) of my letter under reference.

D. Mac Gillivray
DISTRICT COMMISSIONER
SAMARIA DISTRICT.

Copy to:- Assistant District Commissioner } for information.
Tulkarm

HK.

GOVERNMENT OF PALESTINE. 3 753

IN REPLY PLEASE QUOTE

No. GP/5/4.INS.

13/18
21 JUL 1944

DEPT. OF LAND SETTLEMENT,
JERUSALEM.

P. O. B. 189 — TEL. 4497.

20th July, 1944.

Director of
Agriculture & Fisheries.

Subject:- State Domain, Habla village,
Tulkarm Sub-District.

751
I refer to my letter GP/5/4.INS.
dated 11th July, 1944, and to the dis-
cussion that took place at the Soil Con-
servation meeting on the 19th July, 1944,
and shall be obliged if you will let me
know whether you will be in a position to
lay down a scheme for the terracing etc.
of the land it is proposed to lease sub-
ject to an option to purchase and also
that you will be able to supervise the work
and report when the various parcels have
been adequately developed to enable the
transfer to be permitted.

2. I shall also be obliged if you will
let me know whether you agree to the terms
of the draft form of agreement or whether
you suggest any amendments.

2.
—
6/11/44
for amendment
Samuel Smith
DIRECTOR OF LAND SETTLEMENT.

P. Copy to Conservator of Forests -
for approval or any sugges-
tions in regard to the
amendment of the Agreement.

4023

GOVERNMENT OF PALESTINE.



2

COMMISSIONER'S
DISTRICT/OFFICES.

NABLUS.

10th July, 1944

reply please quote

Ref. No. 1187

Director of Agriculture and Fisheries,
Jerusalem.

State Domain - Habla

Director of Land Settlement's letter GP/5/4. of 7/7/44.

Enclosed, for your information, is a copy of my
letter 1187 of 5.7.44 addressed to Director of Land Settlement
together with the two enclosures.

D.C. MacGillivray

DISTRICT COMMISSIONER
SAMARIA DISTRICT

S.A.O.

Copy to :- Director of Land Settlement, Jerusalem.
" " Conservator of Forests, Jerusalem.

KA.

D.

3813.

GOVERNMENT OF PALESTINE

COMMISSIONER'S
DISTRICT OFFICES

NABLUS

10th July, 1944

copy please note

1187

Director of Agriculture and Fisheries,
Jerusalem.

State Domain - Habis

Director of Land Settlement's letter of 5/6/44.

Enclosed, for your information, is a copy of my
letter of 5.7.44 addressed to Director of Land Settlement
together with the two enclosures.

DISTRICT COMMISSIONER
SAMARIA DISTRICT

Copy to : - Director of Land Settlement, Jerusalem.
" " Conservator of Forests, Jerusalem.

KA.

A
2

DISTRICT COMMISSIONER'S OFFICE
SAMARIA DISTRICT, NABLUS.

1187

5th July, 1944

Director of Land Settlement
Jerusalem.

State Domain - Habla village, Tulkarm sub-district.

Your letter No. GP/5/4. INS dated 28th June, 1944.

..... I agree that the form of the Shefa 'Amr agreement would be quite suitable for application in the Habla case. But I should prefer to see control of development maintained over a longer period than three years and suggest that there should be two stages of development, the first of two years and the second of three years. The enclosed alternative draft agreement indicates the system I propose.

2. I suggest that the following points be discussed at the meeting of the Soil Conservation Board on 19th July:-

-
- (a) These alternative agreements.
 - (b) The application of Rules under the Flooding and Soil Erosion (Prevention) Ordinance, 1941, especially with a view to (1) preventing, from the outset, any cultivation except after the construction of such terraces as are necessary to prevent soil erosion; in the absence of such powers some of the cultivators are likely to refuse to enter into any lease and will continue to cultivate until evicted; and (2) giving protection from uncontrolled grazing to cultivators who enter into the agreement and are keen to develop the lands in the manner required. Draft Rules are enclosed.
 - (c) Staff necessary for the execution of the agreement on the part of Government and for the enforcement of the Rules under the Flooding and Soil Erosion (Prevention) Ordinance.
-

(Sgd.) D.C. MacGillivray
DISTRICT COMMISSIONER
SAMARIA DISTRICT.

Copy to :- Conservator of Forests, Jerusalem.
Assistant District Commissioner,
Tulkarm.

KA.

5th July, 1944

Director of Land Settlement
Jerusalem.

State Domain - Haula Village, Tulkarm sub-district.

Your letter No. 67/5/4. The dated 28th June, 1944.

I agree that the form of the draft 'Amr agreement' would be quite suitable for application in the Haula case. But I should prefer to see control of development maintained over a longer period than three years and suggest that there should be two stages of development, the first of two years and the second of three years. The enclosed alternative draft agreement indicates the system I propose.

I suggest that the following points be discussed at the meeting of the Soil Conservation Board on 18th July:-

- (a) These alternative agreements.
- (b) The application of Rules under the Flooding and Soil Erosion (Prevention) Ordinance, 1944, especially with a view to (i) preventing, from the outset, any cultivation except after the construction of such terraces as are necessary to prevent soil erosion; in the absence of such powers some of the cultivators are likely to refuse to enter into any lease and will continue to cultivate until evicted; and (2) giving protection from uncontrolled grazing to cultivators who enter into the agreement and are keen to develop the lands in the manner required. Draft Rules are enclosed.

- (c) Staff necessary for the execution of the agreement on the part of Government and for the enforcement of the Rules under the Flooding and Soil Erosion (Prevention) Ordinance.

(Sd/-) D.G. MacGillivray
DISTRICT COMMISSIONER
SAMARIA DISTRICT.

Copy to :- Conservator of Forests, Jerusalem.
Assistant District Commissioner,
Tulkarm.

KA.

THIS AGREEMENT made the day of one thousand nine hundred and forty between His Excellency Sir Harold Alfred MacMichael, G.C.M.G., D.S.O., High Commissioner for Palestine, for and on behalf of the Government of Palestine (hereinafter called the High Commissioner), of the one part, which expression shall include his successors and assigns, and of (hereinafter called the Lessee) of the other part Witnesseth:-

1. The High Commissioner hereby agrees to lease to the Lessee for a period of two years from the date of this agreement, at a rental of LP £s per annum, upon the terms and conditions hereinafter contained, all the plot of land situate at village sub-District and containing dunums and square metres and numbered parcel of Block and registered in the Land Registers of under Deed No. dated
2. The Lessee hereby agrees that he will within two years from the signing of this Agreement build or cause to be built terraces and walls on and around the said plot of land at his own expense in such manner and to such extent as the District Commissioner, Samaria, or his representative may direct.
3. If upon the termination of the period of two years from the date of this Agreement the Lessee shall have built terraces and walls on and around his land to the satisfaction of the District Commissioner, Samaria, the Lessee shall have the option of renewal of the lease for a further period of three years at the same annual rental and under the terms and conditions hereinafter contained. This option shall be exercised by the Lessee by letter addressed to the District Commissioner, Samaria, within a period of one month of the termination of the initial period of the lease.
4. If the Lessee shall qualify to exercise the option to renew the lease and shall exercise such option in accordance with the preceding Clause, he shall, during the period of renewal of the lease, maintain in good condition the terraces and walls previously constructed by him and shall undertake such further development of the land, by means of terracing, fencing and the planting of fruit trees, olive trees and vines, as may be required by the District Commissioner, Samaria.
5. If upon the termination of ~~a~~ a lease renewed in accordance with Clause 3 above the land shall have been developed as required by Clause 4 to the full satisfaction of the District Commissioner, Samaria, the Lessee shall have the option to purchase the land outright from the High Commissioner for a sum of LP £s. If this option to purchase is exercised by the Lessee by letter addressed to the District Commissioner, Samaria, within three months following the date of termination of the period of the lease, i.e. five years from the date of this agreement, and if the purchase price is paid within the said three months, the High Commissioner hereby agrees to cause the plot of land described in Clause 1 of this Agreement to be transferred to the name of the Lessee in the Land Registers and cause a title deed in respect thereof to be issued to the Lessee.
6. If within the period of lease determined in accordance with this Agreement the Lessee should die the heirs shall, within three months from the date of the death, submit to the Director of Land Settlement a certificate of succession and upon application by all the heirs named in the certificate made within the period of three months from the date of the death the High Commissioner shall give the heirs or any of them an option to carry out the terms of the Agreement. Any of the heirs to whom such option is given may within thirty days by a written declaration waive his option in favour of another or other co-heirs.

THIS AGREEMENT made the day of _____ one thousand nine hundred and forty _____ between His Excellency Sir Harold Alfred MacMichael, G.O.C., D.S.O., High Commissioner for Palestine, for and on behalf of the Government of Palestine (hereinafter called the High Commissioner), of the one part, which expression shall include his successors and assigns, and of (hereinafter called the Lessee) of the other part witnesseth:-

1. The High Commissioner hereby agrees to lease to the Lessee for a period of two years from the date of this agreement, at a rental of £ _____ per annum, upon the terms and conditions hereinafter contained, all the plot of land situate at _____ village _____ and adjacent metes and numbered parcel of block _____ and registered in the Land Registers of _____ under deed No. _____ dated _____

2. The Lessee hereby agrees that he will within two years from the signing of this Agreement build or cause to be built terraces and walls on and around the said plot of land at his own expense in such manner and to such extent as the District Commissioner, Samaria, or his representative may direct.

3. If upon the termination of the period of two years from the date of this Agreement the Lessee shall have built terraces and walls on and around his land to the satisfaction of the District Commissioner, Samaria, the Lessee shall have the option of renewal of the lease for a further period of three years at the same annual rental and under the terms and conditions hereinafter contained. This option shall be exercised by the Lessee by letter addressed to the District Commissioner, Samaria, within a period of one month of the termination of the initial period of the lease.

4. If the Lessee shall qualify to exercise the option to renew the lease and shall exercise such option in accordance with the preceding clause, he shall, during the period of renewal of the lease, maintain in good condition the terraces and walls previously constructed by him and shall undertake such further development of the land, by means of terracing, fencing and the planting of fruit trees, olive trees and vines, as may be required by the District Commissioner, Samaria.

5. If upon the termination of a lease renewed in accordance with clause 4 above the land shall have been developed as required by clause 4 to the full satisfaction of the District Commissioner, Samaria, the Lessee shall have the option to purchase the land outright from the High Commissioner for a sum of £ _____. If this option to purchase is exercised by the Lessee by letter addressed to the District Commissioner, Samaria, within three months following the date of termination of the period of the lease, i.e. five years from the date of this agreement, and if the purchase price is paid within the said three months, the High Commissioner hereby agrees to cause the plot of land described in clause 1 of this Agreement to be transferred to the name of the Lessee in the Land Registers and cause a title deed in respect thereof to be issued to the Lessee.

6. If within the period of lease determined in accordance with this Agreement the Lessee should die the heirs shall, within three months from the date of the death, submit to the Director of Land Settlement a certificate of succession and upon application by all the heirs named in the certificate made within the period of three months from the date of the death the High Commissioner shall give the heirs or any of them an option to carry out the terms of the Agreement. Any of the heirs to whom such option is given may within thirty days by a written declaration waive his option in favour of another or others.

Flooding and Soil Erosion (Prevention) Ordinance, 1941.

Rules made by the High Commissioner under section 2.

In exercise of the powers vested in him by section 2 of the Flooding and Soil Erosion (Prevention) Ordinance, 1941 the High Commissioner in Council has made the following rules :-

1. These rules may be cited as the HABLA Village Conservation Rules, 1944.

2. These rules shall apply to the lands within HABLA Village, Tulkarm sub-district, which are described in the schedule hereto. A plan indicating the said lands may be examined during the usual office hours at the office of the Conservator of Forests in Jerusalem or at the office of the Assistant District Commissioner, Tulkarm.

3. The area described in the schedule hereto and indicated upon a plan as aforesaid, hereinafter referred to as "the special area", is hereby declared to be a special area for the purpose of section 2 of the Flooding and Soil Erosion (Prevention) Ordinance, 1941.

The pasturing in or passage through the said area of sheep and goats, and the pasturing of other domestic animals, therein are hereby prohibited.

5. The cultivation of the lands is prohibited except with the written approval of the District Commissioner, Samaria District, who may limit such approval to specified parts of the lands and may grant it subject to such conditions, including the terracing of the land with stone walls and the planting of particular crops, as he may deem necessary for the proper protection of the lands from soil erosion.

6. Any person who does any act prohibited by these rules shall be guilty of an offence and shall be liable on conviction to imprisonment for a term not exceeding six months or to a fine not exceeding fifty pounds or to both penalties.

Schedule.

Description of Special Area.

In exercise of the powers vested in him by section 2 of the Flooding and Soil Erosion (Prevention) Ordinance, 1944, the High Commissioner in Council has made the following rules :-

1. These rules may be cited as the HABIA Village Conservation Rules, 1944.

2. These rules shall apply to the lands within HABIA Village, Tulkarm sub-district, which are described in the schedule hereto. A plan indicating the said lands may be examined during the usual office hours at the office of the Conservator of Forests in Jerusalem or at the office of the Assistant District Commissioner, Tulkarm.

3. The area described in the schedule hereto and indicated upon a plan as aforesaid, hereinafter referred to as "the special area", is hereby declared to be a special area for the purpose of section 2 of the Flooding and Soil Erosion (Prevention) Ordinance, 1944.

4. The pasturing in or passage through the said area of sheep and goats, and the pasturing of other domestic animals, therein are hereby prohibited.

5. The cultivation of the lands is prohibited except with the written approval of the District Commissioner, Ramat District, who may limit such approval to specified parts of the lands and may grant it subject to such conditions, including the terracing of the land with stone walls and the planting of particular crops, as he may deem necessary for the proper protection of the lands from soil erosion.

6. Any person who does any act prohibited by these rules shall be guilty of an offence and shall be liable on conviction to imprisonment for a term not exceeding six months or to a fine not exceeding fifty pounds or to both penalties.

Schedule.

Description of Special Area.

GOVERNMENT OF PALESTINE.

IN REPLY PLEASE QUOTE

No. GP/5/4.INS.

DEPT. OF LAND SETTLEMENT,
JERUSALEM.

P. O. B. 189 — TEL. 4497.

7th July, 1944.

~~SECRET~~
District Commissioner,
Samaria District, Nablus.

Subject:- State Domain, Hable
village, Tulkarm Sub-
District.

Reference: Your 1187 of 19th
June, 1944.

Further to my letter
GP/5/4.INS. dated 3rd July,
1944, I forward herewith an ex-
tract from the minutes of the
meeting held of the State Domain
Committee held on the 26th June
1944, and presume you will take
the necessary action thereon.

Avram Ben-Zvi
DIRECTOR OF LAND
SETTLEMENT.

Copy to Conservator of Forests.

" " Director of Agriculture.

P.

GOVERNMENT OF INDIA

1

MINISTRY OF DEFENCE

INVESTIGATION

AND RECORDS

DEPARTMENT OF DEFENCE

OFFICE OF THE SECRETARY

DEFENCE RECORDS

AND INVESTIGATION

DEPARTMENT OF DEFENCE

OFFICE OF THE SECRETARY

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AND INVESTIGATION

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OFFICE OF THE SECRETARY

DEFENCE RECORDS

AND INVESTIGATION

C O P Y.

28

L/13/5/37.

CHIEF SECRETARY'S OFFICE,
JERUSALEM.

27th October, 1942.

Director of Land Settlement.

I am directed to refer to your letter No.GP/5/4.IN3. dated the 19th October, 1942, on the subject of the disposal of State Domain - Haba village - Tulkarm Sub-District and to approve the recommendation of the State Domain Inspection Committee enclosed herewith.

(Sgd) M. Brown.

P/CHIEF SECRETARY.

D

To put in Hill Loans Development file D.

C O P Y

20

GP/5/4.INS.

3rd July, 1944.

District Commissioner,
Samarra District,
Nablu.

Subject :- St te Domain, Hobla village,
Tulkarm Sub-District.

Reference:- Your 1187 of 19th June, 1944.

Further to my letter letter GP/5/4.INS dated 25th June, 1944, I understand that you have asked on the telephone for a copy of the decision of 1942 which it is proposed should be rescinded and I consequently enclose a copy of the Chief Secretary's letter L/13/5/37 dated 27th October, 1942.

DIRECTOR OF LAND SETTLEMENT.

D.

GOVERNMENT OF PALESTINE.

751

IN REPLY PLEASE QUOTE

No. GP/5/4.INS.

Dept. of

Land Settlement

12 JUL 1944

Mr F

DEPT. OF LAND SETTLEMENT,
JERUSALEM.

P. O. B. 189 — TEL. 4497.

11th July, 1944.

Director of Agriculture & Fisheries.

Subject:- State Domain, Habla village,
Tulkarm Sub-District.

I forward herewith a copy of the District Commissioner's, Samaria District, letter No. 1187 dated 19th June, 1944, together with the enclosure referred to therein. The questions raised were discussed at the meeting of the State Domain Committee, under the chairmanship of Sir D.G. Harris on the 26th June, 1944, when it was decided that, if the District Commissioner and the Conservator of Forests, in consultation with the Directors of Agriculture & Land Settlement, could produce a satisfactory scheme which would ensure the development, on approved lines, of the land in question, by the villagers, the Committee was prepared to recommend to Government the rescinding of the order of 1942 under which the lands were to be handed over to the Conservator of Forests.

The questions raised have been put down for discussion at the next meeting of the Soil Conservation Board which will be held on the 19th instant and I therefore submit the following papers for your consideration:-

(a) A copy of the formal agreement used in respect of State Domain at Shefa 'Amr which it was suggested might form a basis for a similar agreement between Government and the villagers of Habla.

(b) A copy of the District Commissioner's letter dated 5th July, 1944, together with the enclosure.

D. I know as little about this that I am not in a position to offer any useful comments. 13/7 3794

SAD
any obs.
before discussion
all SAs
nothing

9/7/44

asures, referred to therein.

Harry Bennett
DIRECTOR OF LAND SETTLEMENT

Copy to Conservator of Forests.

P:

COPY

Ref: 1187.

1
COMMISSIONER'S
DISTRICT OFFICES,
NABLUS.

19th June, 1944.

Director of Land Settlement.
Jerusalem.

State Domain. Habla village. Tulkarm sub-district.

Your GP/5/4/Ins. of 30th October 1942 to Conservator of Forests.

You have arranged that I shall attend a meeting of the State Domain Committee on Monday 26th June, to discuss the case of the Arab Malalhe. I should like to take the opportunity of discussing at the same meeting, if possible in the presence of the Conservator of Forests, the recommendation of a State Domain Inspection Committee on lands in Habla village, recommendations which were approved by the Chief Secretary in October, 1942.

2. I have recently visited these Habla State Domain and am of opinion that, unless Government is prepared to spend substantial sums now on the full protection of these lands from grazing and further encroachment and also on their proper management as Forest reserve, the recommendations of the State Domain Inspection Committee, will only serve to retard their economic development and will provide a cause of constant friction between Government and the villagers.

3. In a demi-official note to Mr. Sale, a copy of which is enclosed, I have made certain suggestions with a view to ensuring the immediate improvement of these State Domains without cost to Government, while at the same time satisfying, in some degree, the land hunger of the Habla villagers.

(Sgd) D.C. Mac Gilleivry.
DISTRICT COMMISSIONER,
SAMARIA DISTRICT.

Copy to:- Conservator of Forests.

Asst. District Commissioner, Tulkarm
(who will try and let me have the answers
to my questionnaire No. 1187 of 24.5.44
before 26th June).

MD.

19th June, 1944.

~~District Officer,~~

We have discussed the Habla State Domain lands on 6th May, and you recorded our discussion in a note dated 10th May. Since then I have visited both areas concerned in company with the Assistant District Commissioner, the District Officer and the Mukhtar and village elders of Habla and I have formed a very definite opinion as to our wisest course of action. This opinion which is given below is supported fully by both Livingstone and the District Officer.

2. Let me take Block 7638 first. This is the rocky low hill of 271 dunums lying to the south of the village. The State Domain Inspection Committee recommended that it should be developed as a village forest. The present position, as revealed by Tahboub's survey of 5th April 1944, is that 174 dunums are 80% cultivated and a further 23 dunums are 60% cultivated. It was quite apparent to me that parcels 7, 8, 10, & 16, which lie in a depression to the east of the hill and which total an area of about 70 dunums, have been cultivated for many many years. (See paragraph 2 of Shibl's report of 1st August, 1943). The Mukhtar and elders stated that this land had been claimed at settlement as a village common land, that, before settlement, cultivation had been undertaken by villagers only by virtue of tenancy agreements with the village committee and that present cultivation was permitted on the same terms. The village committee were in fact authorising the cultivation of these State Domains and obtaining a revenue there from. I made it very clear to the Mukhtar and elders that the land had been settled and declared State Domain and that there could be no further appeal against its registration in the name of Government and that there could be no question of badl el misl. The Mukhtar and committee then stated that neither they nor the villagers were in favour of establishing a village forest here; that a few of them realised the advantages which might eventually accrue to them from the establishment of such forest, but that they were convinced, and here I fully agree with them, that it would be impossible to protect the forest from cultivation and grazing unless a forest guard were to be employed full time. Obviously the employment of a guard for such a small area is not worth while and, if the villagers don't want a village forest, why should we go to the trouble and expense of giving them one.

3. My Recommendations are:-

- a) that the proposal to establish a village forest be dropped,
- b) that the Soil Erosion Ordinance be applied at once to the whole area and that all future cultivation be required to conform to methods designed to preserve the area from erosion and
- c) that, when the Ordinance has been applied, the sixteen parcels into which the area was divided at land settlement be either leased on long lease or sold outright parcel by parcel to those villagers of Habla and Kh. Qureish who have been cultivating parts of them.

4. As regards (b) above the Mukhtar and elders assured me that, if the parcels were sold or leased to the cultivators the latter would guarantee to terrace them and plant them with fruit trees and olive trees and vines. We would not wish for any better development than that and we could ensure that this was done (and also prevent any unterraced cultivation) by applying the Soil Erosion Ordinance to the land. It appears that in the past this

1911

The first of the year was a very dry one, and the crops were much affected. The weather was very hot, and the crops were much affected. The weather was very hot, and the crops were much affected.

The second of the year was a very wet one, and the crops were much affected. The weather was very cold, and the crops were much affected. The weather was very cold, and the crops were much affected.

The third of the year was a very dry one, and the crops were much affected. The weather was very hot, and the crops were much affected. The weather was very hot, and the crops were much affected.

The fourth of the year was a very wet one, and the crops were much affected. The weather was very cold, and the crops were much affected. The weather was very cold, and the crops were much affected.

The fifth of the year was a very dry one, and the crops were much affected. The weather was very hot, and the crops were much affected. The weather was very hot, and the crops were much affected.

The sixth of the year was a very wet one, and the crops were much affected. The weather was very cold, and the crops were much affected. The weather was very cold, and the crops were much affected.

The seventh of the year was a very dry one, and the crops were much affected. The weather was very hot, and the crops were much affected. The weather was very hot, and the crops were much affected.

The eighth of the year was a very wet one, and the crops were much affected. The weather was very cold, and the crops were much affected. The weather was very cold, and the crops were much affected.

was an area of extensive olive groves but that all were cut down to feed the Turkish railway. It struck me as an area well suited to olive and fruit culture.

5. As regards (c) I incline to favour a five year lease with clauses providing for (1) cancellation of the lease after five years if the requirements of orders made under the Soil erosion Ordinance had not been satisfactorily carried out and (2) on option to purchase outright at the end of the five years if the land had by that time, been fully developed by terracing and tree planting to the satisfaction of Government.

6. I realise that the recommendations of the State Domain Committee have been approved by Government and that my new proposal will therefore require the approval of the Chief Secretary. If this approval is given I will get Livingstone to obtain the names of the present cultivators and to make recommendations as to whom the various parcels shall be offered for lease.

7. I believe that, if these proposals are adopted, we shall be able to undertake an experiment which may give us the key to the tranquil economic development, by means of individual enterprise in the Arab hill country which, upon land settlement, are likely to be registered as State Domain.

8. If you try to retain this small area as an island of forest land in a sea of cultivation it is likely to be many years before Government will have the funds for its proper development as a forest and, in the meantime, money must be spent year by year, and friction created, in protecting it against encroachment. If Government cannot provide the funds for its protection now and for its development as a forest, then I think we would be wrong not to aim at its earlier development through private enterprise.

9. I will be brief at this stage in discussing Blocks 7628 and 7629. I believe we should treat those parts which lie nearest to the village and which have clearly been patch cultivated for many years exactly in the same way as I have proposed above for treatment of Block 7638, and for the same reasons. The parts referred to are roughly (1) those lands situated in that half of Block 7629 which is shown on Tahboub's plan as 80% of 100% cultivated (about 227 dunums) and (2) an area of from 200 to 300 dunums lying in the western part of Block 7628. The remaining parts of these Blocks would be declared forest reserve and would be managed as a block with the Azzun reserve to which it is contiguous. Steps would be taken to prevent the continuation of cultivation within this forest area, e.g. in the area marked "Khallat Jaiyus". The exact boundary between the forest area and the area to be leased or sold under conditions of development in accordance with the Soil Erosion Ordinance is a matter for closer investigation and determination if and when this proposal is approved in principle.

G.N. Sale, Esquire,
Conservator of Forests,
Jerusalem.

(Sgd) D.C. MacGillivray.
DISTRICT COMMISSIONER,
SAMARIA DISTRICT.

THIS AGREEMENT made the

day of

One thousand nine hundred and forty

between His

Excellency Sir Harold Alfred MacMichael, G.C.M.G., D.S.O.,

High Commissioner for Palestine for and on behalf of the Government of Palestine (hereinafter called the High Commissioner) of the one part which expression shall include his successors and assigns and

of (jointly and in equal shares) (hereinafter called the Purchasers) of the other part witnesseth:-

1. The High Commissioner hereby agreed to sell to the Purchasers for the sum of LP. mils (Palestine Pounds and mils) and the Purchasers hereby agree to purchase upon the terms and conditions hereinafter contained all the plot of land situate at village Sub-District and containing dunums and square metres and numbered Parcel of Block and registered in the Land Registers of under Deed No. dated .

2. The Purchasers hereby agree to pay the High Commissioner the said sum of LP. mils being the purchase price of the land in two instalments. The first instalment shall be one third of the purchase price and shall be paid on the signing of this Agreement. The second instalment being the balance of the purchase price shall be paid at the time of the transfer of the plot to the name of the Purchasers in the Land Registry within three years from the signing of this Agreement.

3. The Purchasers hereby further agree that they will within three years from the signing of this Agreement build or cause to be built terraces and walls on and around the land at their own expense in such manner and to such extent as the Conservator of Forests or his representative may direct.

GOVERNMENT PROPERTY PARCEL HISTORY SHEET.

DEPARTMENT OF LANDS & SURVEYS, JERUSALEM.

Form PGP/3a

1. Sub-District	3. GP/	()	
2. Town or Village	4. Map Reference No.		
5. Name of Property	Parcel No.	Block No.	
6. Situation			
7. Description			
8. Category of Land			
9. Value			
10. Land Registry Deed	Vol	Fol	Date
11. Area	Metric Dinnams	sq. metres	
12. Shares:—			
13. Remarks:—			

4. Upon the payment by the Purchasers of the full amount of the purchase price and provided that the Purchasers shall have complied with the conditions set out in Clause 3 hereof to the satisfaction of the Conservator of Forests whose decision thereon shall be final the High Commissioner hereby agrees to cause the said plot purchased by the Purchasers to be transferred to the name of the Purchasers in the Land Registers and to cause a title deed in respect thereof to be issued to the Purchasers.

5. If within a period of three years specified in clause 3 hereof the Purchasers should die without having completed their part of the Agreement the heirs shall within three months from the date of the death submit to the Director of Land Settlement a certificate of succession and upon application by all the heirs named in the certificate made within the period of three months from the date of the death the High Commissioner shall give the heirs or any of them an option to carry out the terms of the Agreement within the period specified in clause 3 hereof. Any of the heirs to whom such option is given may within thirty days by a written declaration waive his option in favour of another or other co-heirs.

6. If the Purchasers or the heirs of a deceased Purchaser who have acted in accordance with the provisions of the foregoing clause 5 and who have accepted the option referred to therein shall fail to comply with all or any of the conditions of this Agreement within the time specified herein the right is hereby reserved to the High Commissioner to re-enter into possession of the said plot and the Purchasers or such heirs as the case may be shall forfeit the first instalment of the purchase price paid in accordance with clause 2 of this Agreement and all rights he or they may possession in the said plot or in any building erected

GOVERNMENT PROPERTY PARCEL HISTORY SHEET.

DEPARTMENT OF LANDS & SURVEYS, JERUSALEM.

1. Sub-District	3. GP/	/	(	)	4. Map Reference No.	5. Name of Property	6. Situation	7. Description	8. Category of Land	9. Value	10. Land Registry Deed	Vol	Fol	Date	11. Area	Metric Dunams	sq. metres	12. Shares:—	13. Remarks:—
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or trees planted on the said plot or in any other improvement made in or added to the said plot or in any payment made in respect of or on account of the said plot.

7. All taxes registration fees and other fees and dues payable in respect of this agreement or in connection with any matter dealt with herein shall be paid by the Purchasers or the heirs sforesaid as the case may be as from the date of this Agreement.

IN WITNESS WHEREOF the parties hereto have hereunto set their signature the day and year first above written.

Signed by the High Commissioner.

In the presence of:

Signed by the Purchasers.

In the presence of:

DEPARTMENT OF LANDS & SURVEYS, JERUSALEM.

GOVERNMENT PROPERTY PARCEL HISTORY SHEET.

1. Sub-District	3. GP/ / ()	4. Map Reference No.	5. Name of Property	6. Situation	7. Description	8. Category of Land	9. Value	10. Land Registry Deed	Vol	Fol	Date	11. Area	Metric Dunams	sq. metres	12. Shares:—	13. Remarks:—
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5th July, 1944.

1187

Director of Land Settlement.

Subject:- State Domain - Habla village, Tulkarm Sub-District.

Reference: Your letter GP/5/4.INS dated 28th June, 1944.

I agree that the form of the Shefa 'Amr agreement would be quite suitable for application in the Habla case. But I should prefer to see control of development maintained over a longer period than three years and suggest that there should be two stages of development, the first of two years and the second of three years. The enclosed alternative draft agreement indicates the system I propose.

2. I suggest that the following points be discussed at the meeting of the Soil Conservation Board on 19th July:-

- (a) These alternative agreements.
- (b) The application of Rules under the Flooding and Soil Erosion (Prevention) Ordinance, 1941, especially with a view to (1) preventing from the outset any cultivation except after the construction of such terraces as are necessary to prevent soil erosion; in the absence of such powers some of the cultivators are likely to refuse to enter into any lease and will continue to cultivate until evicted; and (2) giving protection from uncontrolled grazing to cultivators who enter into the agreement and are keen to develop the lands in the manner required. Draft Rules are enclosed.
- (c) Staff necessary for the execution of the agreement on the part of Government and for the enforcement of the Rules under the Flooding and Soil Erosion (prevention) Ordinance.

Sgd. D.C. MacGillivray.

DISTRICT COMMISSIONER,
SAMARIADISTRICT.

Copy to Conservator of Forests.

Asst. District Commissioner, Tulkarm.

STATE DOMAIN PARCEL HISTORY SHEET.

1. Sub-District	3. State Domain Ref. No.		
2. Town or Village	4. Map Reference No.		
5. Name of Property	Parcel No.	Block No.	
6. Situation			
7. Description			
8. Category of Land			
9. Value			
10. Land Registry Deed	Vol	Fol	Date
11. Turkish Registration No.	Date		
12. Date of Survey			
13. Area	Metric Dunums		
	sq. metres		
14. Boundaries:—	Dunums		
	sq. pics		

North:—

South:—

East:—

West:—

15. Shares:—

16. Remarks:—

THIS AGREEMENT made the day of one thousand
 nine hundred and forty between His Excellency Sir Herold
 Alfred MacMichael, G.C.M.G., D.S.O., High Commissioner for
 Palestine, for and on behalf of the Government of Palestine
 (hereinafter called the High Commissioner), of the one part
 which expression shall include his successors and assigns,
 and (hereinafter called the Lessee) of
 the other part witnesseth:-

1. The High Commissioner hereby agrees to lease to the
 Lessee for a period of two years from the date of this agree-
 ment, at a rental of LP. mile per annum, upon the
 terms and conditions hereinafter contained, all the plot of
 land situate at village Sub-District and contain-
 ing dunums and square metres and numbered
 Parcel of Block and registered in the Land
 Registers of under Deed No. dated. .
2. The Lessee hereby agrees that he will within two years
 from the signing of this Agreement built or cause to be built
 terraces and walls on and around the said plot of land at his
 own expense in such manner and to such extent as the District
 Commissioner, Samaria, or his representative may direct.
3. If upon the termination of the period of two years from
 the date of this Agreement the Lessee shall have built terraces
 and walls on and around his land to the satisfaction of the
 District Commissioner, Samaria, the Lessee shall have the
 option of renewal of the lease for a further period of three
 years at the same annual rental and under the terms and
 conditions hereinafter contained. This option shall be
 exercised by the Lessee by letter addressed to the District
 Commissioner, Samaria, within a period of one month following
 the termination of the initial period of the lease.
4. If the Lessee shall qualify to exercise the option to
 renew the lease and shall exercise such option in accordance
 with the preceding clause, he shall, during the period of

DEPARTMENT OF LANDS & SURVEYS, JERUSALEM.

STATE DOMAIN PARCEL HISTORY SHEET.

1. Sub-District	3. State Domain Ref. No.
2. Town or Village	4. Map Reference No.
5. Name of Property	Parcel No.
6. Situation	Block No.
7. Description	
8. Category of Land	
9. Value	
10. Land Registry Deed	Vol
11. Turkish Registration No.	Fol
12. Date of Survey	Date
13. Area	
Metric Dinnams	sq. metres
Dinnams	sq. pics
14. Boundaries:—	
North:—	
South:—	
East:—	
West:—	
15. Shares:—	
16. Remains:—	

renewal of the lease, maintain in good condition the terraces and walls previously constructed by him and shall undertake such further development of the land, by means of terracing, fencing and the planting of fruit trees, olive trees and vines, as may be required by the District Commissioner, Samaria.

5. If upon the termination of a lease renewed in accordance with clause 3 above the land shall have been developed as required by clause 4 to the full satisfaction of the District Commissioner, Samaria, the Lessee shall have the option to purchase the land outright from the High Commissioner for a sum of LP. mils. If this option to purchase is ~~not~~ exercised by the Lessee by letter addressed to the District Commissioner, Samaria, within three months following the date of termination of the period of the lease, i.e. five years from the date of this agreement, and if the purchase price is paid within the said three months, the High Commissioner hereby agrees to cause the plot of land described in Clause 1 of this Agreement to be transferred to the name of the Lessee in the Land Registers and to cause a title deed in respect thereof to be issued to the Lessee.

6. If within the period of lease determined in accordance with this Agreement the Lessee should die, the heirs shall, within three months from the date of the death, submit to the Director of Land Settlement a certificate of succession and upon application by all the heirs named in the certificate made within the period of three months from the date of the death the High Commissioner shall give the heirs or any of them an option to carry out the terms of the Agreement.

Any of the heirs to whom such option is given may within thirty days by a written declaration waive his option in favour of another or other co-heirs.

DEPARTMENT OF LANDS & SURVEYS, JERUSALEM.

STATE DOMAIN PARCEL HISTORY SHEET.

1. Sub-District	3. State Domain Ref. No.
2. Town or Village	4. Map Reference No.
5. Name of Property	Parcel No.
6. Situation	Block No.
7. Description	
8. Category of Land	
9. Value	
10. Land Registry Deed	Vol
11. Turkish Registration No.	Fol
12. Date of Survey	Date
13. Area	Metric Dinnams
	sq. metres
	Dinnams
	sq. pics

14. Boundaries:—
North:—

South:—

East:—

West:—

15. Shares:—

16. Remarks:—

C O P Y.

Flooding and Soil Erosion (Prevention) Ordinance, 1941.

Rules made by the High Commissioner under section 2.

In exercise of the powers vested in him by section 2 of the Flooding and Soil Erosion (Prevention) Ordinance, 1941 the High Commissioner in Council has made the following rules:-

1. These rules may be cited as the HARLA Village Conservation Rules, 1944.
2. These rules shall apply to the lands within Hable village, Tulkarm Sub-District, which are described in the schedule hereto. A plan indicating the said lands may be examined during the usual office hours at the office of the Conservator of Forests in Jerusalem or at the office of the Assistant District Commissioner, Tulkarm.
3. The area described in the schedule hereto and indicated upon a plan as aforesaid, hereinafter referred to as "the special area", is hereby declared to be a special area for the purpose of section 2 of the Flooding and Soil Erosion (Prevention) Ordinance, 1941.
4. The pasturing in or passage through the said area of sheep and goats, and the pasturing of other domestic animals, therein are hereby prohibited.
5. The cultivation of the said lands is prohibited except with the written approval of the District Commissioner, Samaria District, who may limit such approval to specified parts of the lands and may grant it subject to such conditions, including the terracing of the land with stone walls and the planting of particular crops, as he may deem necessary for the proper protection of the lands from soil erosion.
6. Any person who does any act prohibited by these rules shall be guilty of an offence and shall be liable on conviction to imprisonment for a term not exceeding six months or to a fine not exceeding fifty pound or to both such penalties.

SCHEDULE.

Description of Special Area.

STATE DOMAIN PARCEL HISTORY SHEET.

1. Sub-District	8. State Domain Ref. No.
2. Town or Village	4. Map Reference No.
5. Name of Property	Parcel No.
6. Situation	Block No.
7. Description	
8. Category of Land	
9. Value	
10. Land Registry Deed	Vol
11. Turkish Registration No.	Fol
12. Date of Survey	Date
13. Area	Metric Dinnams
	Dinnams
	sq. metres
	sq. pics

North:—

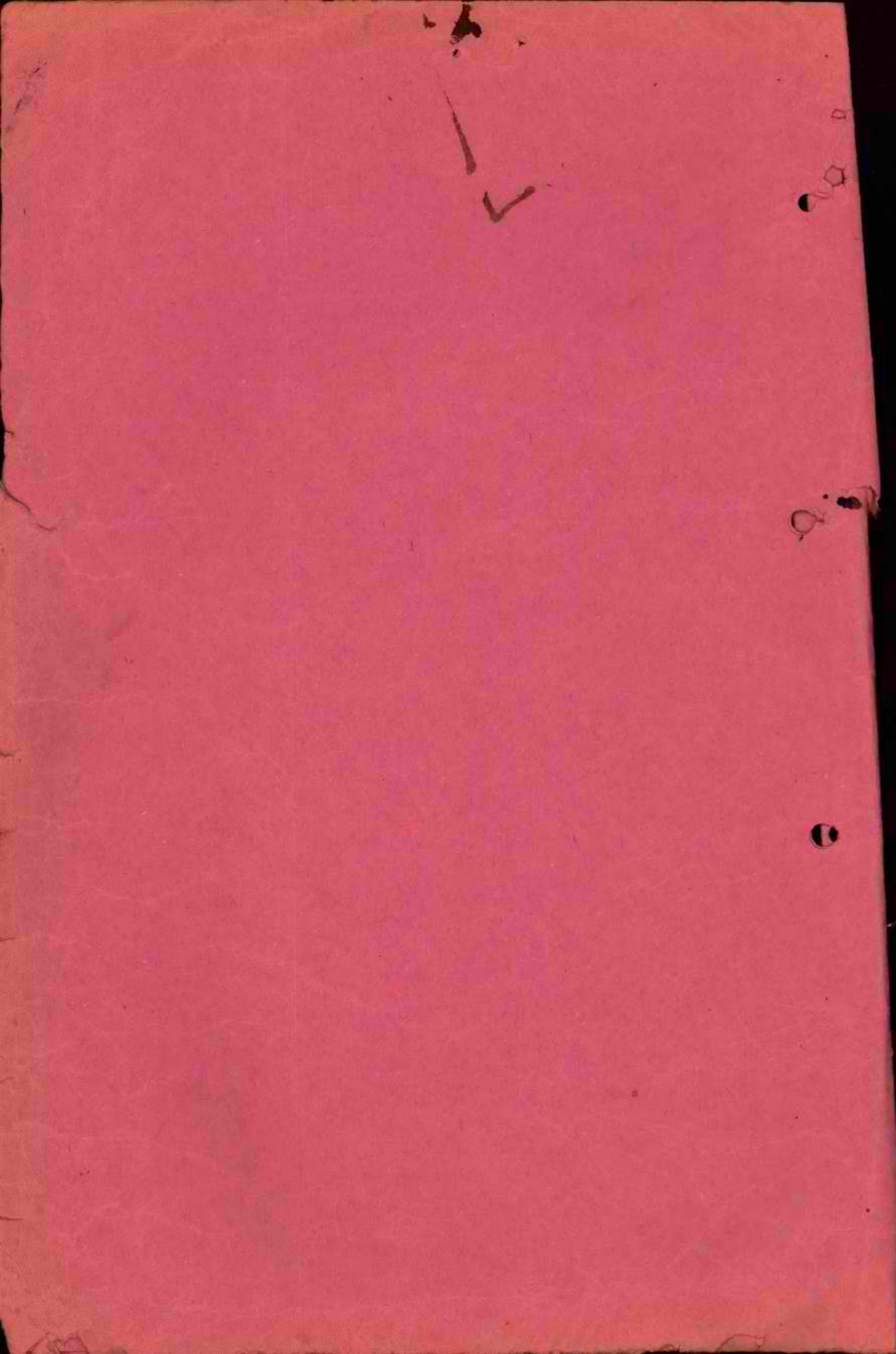
South:—

East:—

West:—

15. Shares:—

16. Remarks:—



HABLA

TULKARM SUB-DISTRICT

GENERAL PLAN

SCALE 1:10,000

Metres 0 100 200 300 400 500 600 700 Metres

QALQILYA

AZZUN



LOCATION PLAN — SCALE: 1/150,000



SCHEDULE OF STATE DOMAINS

STATE DOMAIN NO.	BLOCK NO.	PHASE	AREA (DUNAMS)	DESCRIPTION
GP/5/4(1)				
1	7628	1	33.581	
2		2	22.876	
3		3	54.983	
4		4	59.974	
5		5	7.705	
6		6	107.829	
7		7	29.015	
8		8	19.903	
9		9	46.009	
10		10	45.557	
11		11	12.717	
12		12	50.945	
13		13	44.287	
14		14	25.115	
15		15	18.123	
16		16	102.660	
17		17	23.616	
18		18	4.121	
19		19	14.568	
20		20	27.098	
21		21	23.419	
22		22	3.952	
23		23	47.483	
24		24	3.736	
25	7629	1	8.708	
26		2	4.906	
27		3	28.038	
28		4	2.960	
29		5	24.070	
30		6	55.612	
31		7	23.239	
32		8	14.353	
33		9	26.983	
34		10	51.387	
35		11	35.279	
36		12	21.355	
37		13	29.281	
38		14	12.273	
39		15	12.296	
40		16	8.843	
41		17	49.500	
42		18	66.604	
43		19	17.373	
44		20	2.137	
45	7638	1	4.779	
46		2	8.508	
47		3	21.487	
48		4	11.819	
49		5	29.616	
50		6	21.855	
51		7	14.390	
52		8	9.666	
53		9	7.207	
54		10	5.314	
55		11	39.438	
56		12	48.156	
57		13	20.273	
58		14	26.758	
59		15		
60		16		
61				

- STATE DOMAIN
- AREAS TO BE HANDED OVER TO THE CONSERVATOR OF FORESTS
- VILLAGERS OF HABLA

DISTRICT. NORTHERN.
SUB-DISTRICT. TULKARM

HABLA REGISTRATION BLOCK 7629

(Ar Rās)

Area 504546 Dunums

091/H

BLOCK 7628

093/H

Parcel No.	Area in M. Dunum
1	3736
2	6768
3	4506
4	28038
5	7956
6	2566
7	24070
8	55612
9	23239
10	14353
11	26983
12	51367
13	35279
14	21355
15	29261
16	12273
17	12296
18	8843
19	49300
20	66664
21	17373

BLOCK 7631

BLOCK 7630

'AZZŪN

KAFR THULTH
(NABLUS SUB-DIST.)

SCALE 1:2500

Metres 0 50 100 150 200 250 Metres

Cultivation Revised & Surveyed by
Forest Ranger A. Tahboub on 5.4.44.

Copied from Original
Kuspass
8.1.44

File No. A 912156

BLOCK NO. 7629

Parcel	Cultivation as in April 1944.				Total area of Parcel.
	Cult. 100%	P.cult. 80%	P.cult. 60%	Rocky Not cultiv.	
1	3.736	-	-	-	3.736 ✓
2	8.708	-	-	-	8.708 ✓
3	-	4.996	-	-	4.906 ✓
4	-	28.038	-	-	28.038 ✓
5	Road	-	-	-	7.950
6	-	-	2.960	-	2.960 ✓
7	-	24.070	-	-	24.070
8	-	52.612	-	3.000	55.612 50%
9	-	23.239	-	-	23.239 ✓
10	-	13.553	-	0.800	14.353 90%
11	-	26.983	-	-	26.983 4.5%
12	-	38.637	-	12.750	51.387
13	-	-	8.919	26.360	35.279
14	-	-	10.000	11.355	21.355 ✓
15	-	-	26.031	3.250	29.281
16	-	-	12.273	-	12.273
17	-	-	12.296	-	12.296
18	-	-	8.843	-	8.843
19	-	-	14.600	34.700	49.300
20	-	-	34.804	31.800	66.604
21	-	-	7.773	9.600	17.373
TOTAL	6666 12.444	212.038	138.499	133.615	504.546

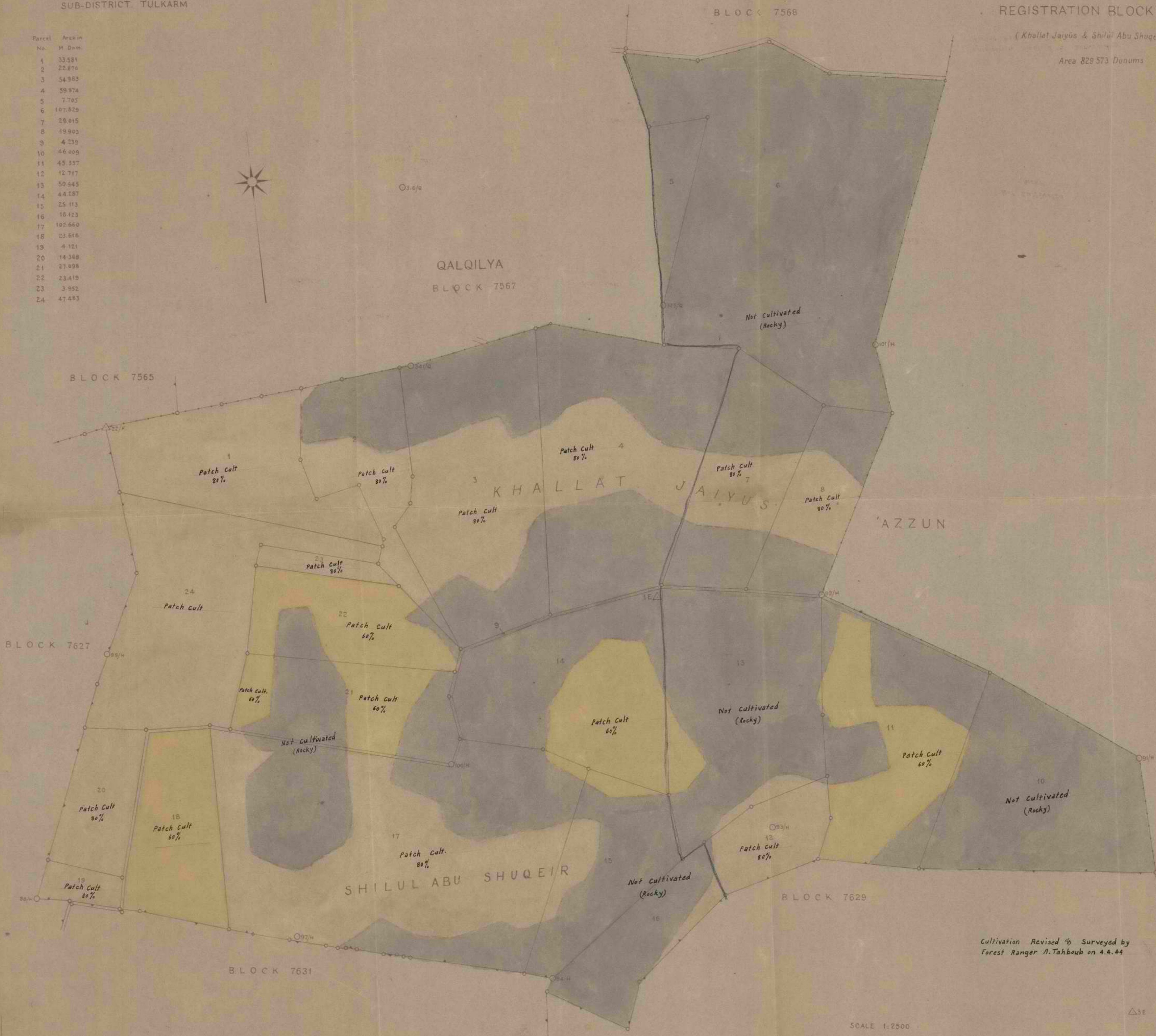
DISTRICT. NORTHERN.
SUB-DISTRICT. TULKARM

HABLA
REGISTRATION BLOCK 7628

(Khallat Jaiyus & Shilul Abu Shugair)

Area 829 573 Dunums

Parcel No.	Area in M. Dm.
1	33.581
2	28.876
3	54.983
4	59.974
5	7.785
6	107.829
7	29.015
8	19.903
9	4.239
10	46.009
11	45.557
12	12.717
13	50.945
14	44.287
15	25.113
16	18.123
17	102.660
18	23.616
19	4.121
20	14.368
21	27.098
22	23.419
23	3.952
24	47.483



Cultivation Revised & Surveyed by
Forest Ranger A. Tahboub on 4.4.44

SCALE 1:2500

Metres 50 100 150 200 250

Copied from Original
Husseini
0.7.46

1
No. 46/12/156

BLOCK NO. 7628.

Parcel	Cultivation as in April 1944.				Total Area of Parcel.
	Cult. 100%	P.cult. 80%	P.cult. 60%	Rocky.	
1	-	33.581	-	-	33.581
2	-	11.876	-	41.000	22.876
3	-	30.045	-	24.938	54.983
4	-	19.669	-	40.305	59.974
5	-	-	-	7.705	7.705
6	-	-	-	107.829	107.829
7	-	10.290	-	28.725	29.015
8	-	8.941	-	10.962	19.903
9	Road	-	-	-	4.239
10	-	-	0.350	45.659	46.009
11	-	-	26.480	19.077	45.557
12	-	12.417	-	0.300	12.717
13	-	1.900	2.920	46.125	50.945
14	-	-	20.120	24.167	44.287
15	-	3.495	1.415	20.203	25.113
16	-	1.680	-	16.443	18.123
17	-	60.699	0.660	41.301	102.660
18	-	-	23.616	-	23.616
19	-	4.121	-	-	4.121
20	-	14.368	-	-	14.368
21	-	-	13.694	13.404	27.098
22	-	-	19.419	4.000	23.419
23	-	3.952	-	-	3.952
24	-	47.483	-	-	47.483
TOTAL	-	264.517	108.674	452.143	829.573

DISTRICT. NORTHERN
SUB-DISTRICT. TULKARM

H A B L A
REGISTRATION BLOCK 7638
(Abu Nasir ash Sharqi)

Area 365.932 Dunums

BLOCK 7636

BLOCK 7639

BLOCK 7637

BLOCK 7640

BLOCK 7641

Parcel No.	Area in M. Dnm
1	2.137
2	4.779
3	8.508
4	21.487
5	11.819
6	29.616
7	21.835
8	14.390
9	9.666
10	7.207
11	5.314
12	39.438
13	48.156
14	3.939
15	20.272
16	26.758
17	4.244
18	85.489
19	0.878



KHIRBAT QUREISH
(NABLUS SUB-DISTRICT)

SCALE 1:2500

Metres 50 40 30 20 10 0 50 100 150 200 250 Metres

Copied from Original
August 1944
9.1.44

Ms. N. 12.1.156

BLOCK NO. 7638

Parcel	Cultivation as on April 1944				Total Area of Parcel.
	Cult. 100%	P.cult. 80%	P.cult. 60%	Rocky	
1	-	2.137	-	-	2.137
2	-	4.779	-	-	4.779
3	-	8.508	-	-	8.508
4	-	20.747	-	0.740	21.487
5	-	8.399	-	3.420	11.819
6	-	8.140	-	21.476	29.616
7	-	21.135	-	0.700	21.835
8	-	13.890	-	0.500	14.390
9	-	-	3.025	6.641	9.666
10	-	7.207	-	-	7.207
11	-	-	3.700	1.614	5.314
12	-	17.600	-	21.838	29.438
13	-	34.792	0.250	13.114	48.156
15	-	-	15.972	4.300	20.272
16	-	26.758	-	-	26.758
TOTAL	-	174.092	22.947	74.343	271.382

HABLA

TULKARM SUB-DISTRICT

GENERAL PLAN

SCALE 1/10,000

SCHEDULE OF STATE DOMAINS

STATE DOMAIN NO	BLOCK NO	PARCEL NO	AREA Dums m ²	DESCRIPTION
GP/5/4(1)				
1	7628	1	33.581	
2	"	2	22.876	
3	"	3	54.983	
4	"	4	59.974	
5	"	5	7.705	
6	"	6	107.829	
7	"	7	29.015	
8	"	8	19.903	
9	"	9	46.009	
10	"	10	45.557	
11	"	11	12.717	
12	"	12	50.945	
13	"	13	44.287	
14	"	14	25.113	
15	"	15	18.123	
16	"	16	102.660	
17	"	17	23.616	
18	"	18	4.121	
19	"	19	14.368	
20	"	20	27.098	
21	"	21	23.419	
22	"	22	3.952	
23	"	23	47.483	
24	"	24	3.736	
25	"	25	8.708	
26	"	26	4.906	
27	"	27	28.038	
28	"	28	2.960	
29	"	29	24.070	
30	"	30	55.612	
31	"	31	23.239	
32	"	32	14.353	
33	"	33	26.983	
34	"	34	51.387	
35	"	35	35.279	
36	"	36	21.355	
37	"	37	29.281	
38	"	38	12.275	
39	"	39	12.296	
40	"	40	8.843	
41	"	41	49.300	
42	"	42	66.604	
43	"	43	17.373	
44	"	44	2.137	
45	"	45	4.779	
46	"	46	8.508	
47	"	47	21.487	
48	"	48	11.819	
49	"	49	29.616	
50	"	50	21.835	
51	"	51	14.390	
52	"	52	9.666	
53	"	53	7.207	
54	"	54	5.314	
55	"	55	39.438	
56	"	56	48.156	
57	"	57	20.273	
58	"	58	26.758	

LOCATION PLAN — SCALE: 1/150,000

